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6/30/2001

AGREEMENT
BETWEEN
HURLEY MEDICAL CENTER
and
MEDICAL TECHNOLOGISTS
ORGANIZATION

TERM
JULY 1, 1998 through JUNE 30, 2001

Hurley Medical Center



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A G R E E M E N T

This Agreement, entered into this 1st day of July, year 1998, by and between HURLEY MEDICAL CENTER, Flint, Michigan, hereinafter referred to as the "Employer," and the HURLEY MEDICAL CENTER MEDICAL TECHNOLOGISTS ORGANIZATION, hereinafter referred to as the "Organization."

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations between Hurley Medical Center, in its capacity as an Employer, and the Organization, in its capacity as a representative of the employees, so as to serve the best interests of the parties and the people of the City of Flint.

The parties recognize that the interest of the community and the job security of the employees depends upon the Employer's success in establishing proper services for the community.

To these ends the Employer and the Organization, encourage, to the fullest degree, friendly and cooperative relations between the respective representatives at all levels.

It is agreed by Hurley Medical Center and the Organization that the Medical Center is legally and morally obligated to provide equality of opportunity and treatment for all employees of the Hurley Medical Center and to establish policies and regulations that will insure such equality of opportunity and treatment for all persons employed by the Medical Center in all phases of the employment process.

ARTICLE I. RECOGNITION

A. The Medical Center hereby recognizes the Organization as the exclusive bargaining representative, as defined in Act, No. 379, State of Michigan Public Acts of 1965, for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, or other terms and conditions of employment of all of the employees of Hurley Medical Center consisting of Medical Technologists and Senior Medical Technologists, excluding all other employees.

B. The Organization shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in this agreement, except employees discharged and disciplined for just cause; however, the Organization may represent employees discharged or disciplined for organization activity.

C. The Organization will represent "temporary" Medical Technologists for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in this agreement. Temporary employees will not be entitled to avail themselves of the grievance procedure with the exception of discipline or discharge for organization activity. Additionally, none of the benefit provisions of this contract will be afforded temporary employees except as specifically noted or mandated by law.

The parties agree that the Medical Center may utilize temporary employees only for the following reasons:

1. During the leave of absence of a permanent employee.
2. To allow for vacation coverage for named permanent employees.
3. While actively recruiting to fill a permanent vacancy.
4. During short periods of time to perform emergency work or additional, extra work in a department as mutually agreed by the Department and the Union.
5. Other specific situations as mutually agreed upon by the parties.

The Human Resources Department will notify the Union whenever a temporary position has been approved to be filled. Such notice will be given in advance of filling the position whenever possible.

The parties also agree that the Medical Center will not fill or maintain temporary positions instead of permanent positions for the sole purpose of reducing costs.

D. The Medical Center in exercising its right to use Medical Technologists students who are being trained as Medical Technologists will not abuse this right by having students working double shifts. The Medical Center may only use students to work overtime after having exhausted the voluntary overtime list(s) and all Medical Technologists on the voluntary overtime list(s) have declined and/or refused to work the overtime, or upon declaration of an emergency (including staffing emergencies.)

ARTICLE II. ORGANIZATION MEMBERSHIP AND SECURITY

A. It shall be a condition of employment that all Medical Technologists and Senior Medical Technologists covered by this Agreement who are members of the Organization in good standing on the effective date of this Agreement shall remain members in good standing of the Organization for the duration of this Agreement or any extension thereof.

B. It shall be a condition of continued employment that all Senior and Medical Technologists covered by this Agreement employed on and after the effective date of this Agreement shall on or before the thirty-first (31st) day following the beginning of such employment or on or before the thirty-first (31st) day following the date of execution of this Agreement, whichever of these occurrences happens last, shall come and remain members in good standing of the labor organization. Any Medical Technologists or Senior Medical Technologists employed before August 10, 1976, will be required to either join the Organization and tend the regular dues, or pay a service fee in the event of his decision of not to join. The Organization is to hold the employer harmless, if as a result of dues deduction in compliance with this paragraph, any Court, State Board, Commission, or any

other authority rules that any Senior or Medical Technologist is entitled to refund of such dues.

C. Any employee who fails to comply with the provisions set forth above, shall have their employment as a Senior or Medical Technologist terminated immediately upon expiration of the above stated time limits.

D. Names, addresses, and dates of hire of Senior or Medical Technologists employed to fill positions covered by this Agreement shall be furnished to the Organization by the Medical Center. Names of Senior or Medical Technologists promoted to permanent positions which are excluded from the bargaining unit shall be provided to the Organization so that they are not included in the collective bargaining activities of the Organization. Senior and Medical Technologists in the bargaining unit shall be referred to in this Agreement as "Employee," "Technologist," or "Medical Technologist."

ARTICLE III. PAYROLL DEDUCTION FOR ORGANIZATION DUES

A. The Medical Center agrees to deduct from the salaries of Senior and Medical Technologists, dues in accordance with the standard form used, provided that the same form shall be executed by the employee and filed with the Personnel Office of the Medical Center. Failure to execute said form within thirty (30) days after the execution of this Agreement, or after the end of one (1) month's employment shall result in the immediate termination of employment. The written authorization for Organization dues deduction shall remain in full force and effect during the period of this Agreement and any extensions.

B. Dues shall be deducted in twelve (12) monthly installments from the second pay period of the month. Regular deductions shall not be made for a Senior or Medical Technologist who is on leave or lay-off or for any other reason when such deduction cannot be made from their regular pay.

C. The Organization shall, thirty (30) days in advance of the start of each fiscal year, give written notification to the Hospital of the amount of the dues which are to be deducted. The deduction amounts for these dues shall not be subject to change more than

once during the entire fiscal year with the Organization providing thirty (30) days written notice of such change.

D. All dues so deducted shall be sent to the Treasurer of the Organization promptly under procedures to be established with the Medical Center.

ARTICLE IV. MANAGEMENT RIGHTS AND RESPONSIBILITIES

A. The Medical Center retains the sole right to manage its business, including but not limited to the rights to decide the number and location of its buildings and the equipment and supplies to be purchased; to maintain order and efficiency in all of its operations, to hire, lay-off, assign and direct, transfer and promote employees and to determine starting and quitting times and the number of hours to be worked; and all other rights and prerogatives including those normally exercised in the past, subject only to such regulations and restrictions governing the exercise of these rights as are expressly provided in this Agreement.

B. The Medical Center retains the right to discipline, suspend and discharge employees for just cause, provided that in the exercise of this right, it will not act in violation of this agreement. Complaints that the Medical Center has violated this paragraph may be taken up through the grievance procedure.

C. The bargaining unit recognizes the Medical Center's right to establish reasonable work rules and reasonable regulations, not inconsistent with the terms of the collective bargaining agreement between the parties, for the purpose of maintaining order and discipline. The penalties under such rules concerning discipline shall be progressive in scope. The Medical Center shall give the bargaining unit and the employees fifteen (15) days advance notice of the effectiveness of such rules and regulations. In the event of a grievance concerning the work rules and regulations, it shall be initiated at the third step of the procedure.

D. All pertinent provisions of the Charter of the City of Flint relating to the Civil Service Commission and which are not in conflict with any provisions of this contract are made a part of this contract.

E. Contracting and Sub-Contracting - The right of contracting or sub-contracting is vested in the Medical Center. The right to contract or sub-contract shall not be used with the purpose or intention of undermining the Organization nor of discriminating against any of its members. Nor shall contracting or sub-contracting be utilized with the purpose or intention of laying-off, demoting, or reducing available overtime for members covered by this Agreement. In cases of contracting or sub-contracting effecting employees covered by this Agreement, the Medical Center will hold advance discussion with the Organization prior to letting the contract. The Organization's representatives will be advised of the nature, scope, and approximate days of work to be performed and the reasons (equipment, manpower, etc.) why the Hospital is contemplating contracting out the work.

ARTICLE V. NON-DISCRIMINATION

A. The Employer either in hiring, promoting, advancing, or assigning to jobs, or any other term or condition of employment, agrees not to discriminate against any Senior or Medical Technologist because of race, color, national origin, religious affiliation, sex, marital status, height, weight, non-disabling handicap, membership in or activity on behalf of the Organization.

B. Residency - No Technologist shall be required to establish or maintain residency in the City of Flint as a condition of employment nor shall any discrimination be exercised due to location of residency.

ARTICLE VI. REPRESENTATION

A. P.R. & R. Committee - Senior or Medical Technologists shall be represented by a Professional Rights and Responsibilities Committee (PR & R Committee) composed of six (6) members, one of whom shall be the Chairman of the Negotiating Committee. Each will have an alternate who will function only when the regular member is absent. Three (3) of the PR & R members will function on the day shift and two (2) on the afternoon shift and one (1) on the night shift. PR & R members on the day shift will be assigned to a zone in the Laboratory as agreed between the Bargaining Chairman and the

Director of the Medical Center, on his designate (and will normally not be transferred from that zone). PR & R representatives recognize that at times their work may be of such importance that procedures in process must be finished. In such cases a PR & R representative from another zone may be called to process the initial beginning of the grievance.

B. Representation - The Employer recognizes the Professional Rights and Responsibilities Committee members as representatives of the Organization in the administration of the provisions of this Agreement.

C. Notification to the Employer - The Organization will keep the Employer informed in writing of the Senior or Medical Technologists names and their alternates who are members of this committee. Any changes shall be submitted to the Labor Relations Office twenty- four (24) hours in advance.

D. Released Time - The Employer agrees to grant reasonable released time off and compensate members of the PR & R Committee or their alternates at their regular hourly rate for any scheduled working hours required in the grievance procedure and special conferences. The PR & R Committee members shall investigate and process grievances at all levels of the grievance procedure, however, the Committee or the Employer may request participation of a representative(s) of the Organization once the grievance reaches Step Three (3) or above.

E. Negotiating Committee - The Organization will be represented in negotiations by a negotiating committee not exceeding three (3) members or their alternates. The members of the negotiating committee shall be determined by the Organization.

F. Professional Negotiations - Professional negotiation meetings between the parties may be held at times during the scheduled working hours of the Senior or Medical Technologists negotiating committee members. The Employer will arrange to release the Senior or Medical Technologists from their work assignments and compensate them at their regular rate for any scheduled working hours spent in negotiations.

G. Civil Service Meetings - When meetings with the Civil Service Commission or its representatives are scheduled during regular scheduled working hours, the Organization

members selected to constitute the bargaining committee shall be granted leave with pay to participate in such meetings; provided, however, that such leave shall be limited to not more than three (3) representatives at any one (1) meeting.

H. Grievance Adjustment - Senior or Medical Technologists who are members of the PR & R Committee who must investigate or be present to assist in the processing of grievances before leaving their assigned work shall first secure permission of their immediate supervisor and when they return shall report to their immediate supervisor.

I. Prior Meetings - On grievances at Step Three (3), the PR & R Committee members will be allowed to meet at a place designated by the Employer on the Employer's property for not more than one-half (1/2) hour immediately preceding the meeting.

J. Medical Center Access - Representatives of the Organization, after first notifying the Personnel Department, may visit the areas of the Medical Center where the Senior and Medical Technologists they represent are located for the purpose of representing such Employees in accordance with this Agreement, provided that such visits occur at reasonable intervals during working hours and they do not interfere with the service of the Medical Center.

K. The Organization Chairman will be scheduled a work week Monday through Friday.

ARTICLE VII. NEGOTIATION PROCEDURE

A. Preliminary Meetings - A maximum of three (3) representatives shall be granted leave with pay to meet within the Medical Center to formulate requests to be submitted in compensation negotiations. Such meetings shall be limited to one (1) each in the months of February and March, in years when such compensation negotiations are to be held. Further, such meetings shall be held on the Medical Center premises and shall be limited to four (4) hours each. The names of the representatives shall be submitted to the Labor Relations Director at least twenty-four (24) hours in advance by the President.

- B.
 - 1. On or before April 1 of the year this Agreement expires, the Organization shall submit its economic proposals to the Medical Center Director.
 - 2. The parties undertake to cooperate in arranging meetings, selecting representatives for negotiations, furnishing necessary information and otherwise constructively considering and resolving any such matter.
 - 3. In any contract negotiations neither party shall have any control over the selection of the negotiating representatives from within or outside the Medical Center. It is recognized that no final agreement between the parties may be executed without ratification by the Medical Center Board of Managers and the Hurley Medical Center Medical Technologists Organization.
 - 4. Any agreement so negotiated shall be reduced to writing any signed by the authorized representatives of the Medical Center and the Organization and all members of the bargaining unit shall abide by the Agreement.

C. Impasse Situation

- 1. If the parties hereto reach an impasse in any contract negotiations and are unable to reach agreement, the procedure described in Act 336 of the Michigan Public Acts of 1947, as amended, may be followed by either party.
- 2. If mutual agreement has been reached to reopen negotiations on non-economic provisions, any such supplementary agreement reached during the term of this Agreement shall be made a part of it.

ARTICLE VIII. CONFERENCE

A. Employee Relations Meetings - Regular employee relations meetings for the discussion of important matters will be held on the first (1st) Wednesday of each month or a mutually agreed date. Such meetings will be attended by at least two (2), but not more

than three (3) representatives of the Organization employed by the Medical Center, at least one (1) of whom shall be a member of the Bargaining Committee. At least twenty-four (24) hours notice of the agenda will be given by each party and the discussion in these meetings will be limited to those items included in the agenda, except by mutual agreement. These meetings will be held between the hours of 9:00 a.m. and 4:00 p.m. Organization representatives will not lose time or pay spent in such meetings. These meetings may be attended by non-employee representative of the Organization.

B. Special Conferences - Special conferences for important matters that may arise between such regular employee relations meetings may be arranged between the bargaining committee chairman, or his designated representative from the bargaining committee, and the Director of the Medical Center, or his designated representative. The same rules apply to special conferences as outlined above for regular employee relations meetings.

C. The above Organization members may meet at a place designated by the appropriate Medical Center officials for at least one-half (1/2) hour immediately preceding employee relations meetings and special conferences.

D. Professional Practices Conferences - Three (3) Senior or Medical Technologists appointed from the Organization by the Chairman of the Organization shall constitute a Professional Practices Committee and shall meet monthly to review professional Medical Technology practices at the Medical Center with the Director of Medical Laboratories and/or such other persons as he designates. Included in the committee's area of concern shall be the discussion of staffing patterns for various sections of the Laboratory and the continuing development of orientation practices and procedures. These conferences shall not be for the consideration of any individual Senior or Medical Technologist or Organization complaint or problem that should rightfully be a matter for consideration in a special conference processed through the grievance procedure.

ARTICLE IX. GRIEVANCE PROCEDURE

A. Statement of Purpose

1. The parties intend that the grievance procedure shall serve as a means for the peaceful settlement of disputes as they arise concerning the interpretation, application or disturbance of normal operations.

2. The parties seek to secure, at the earliest level possible, equitable solutions to complaints or grievances of Employees or groups of Employees. Both parties agreed that proceedings under this Article shall be kept as informal and confidential as may be appropriate.

B. Definitions

1. "Grievance" shall mean a complaint by a Senior or Medical Technologist or a group of such employees based upon an event, condition or circumstance under which such employee works, allegedly caused by a violation, misinterpretation or inequitable application of established policy or any provision of this Agreement, and which has been submitted within thirty (30) days of the date of the employee's or the Organization's knowledge of the occurrence of that event, condition or circumstance.

2. The term "days" shall mean calendar days excluding Saturday, Sunday and holidays.

3. Time limits defined are to be considered as maximum, but may be extended by mutual consent.

4. No retroactive economic adjustment will be made in excess of thirty (30) days prior to the date of the grievance.

C. Steps in the Grievance Procedure

STEP ONE

a. An employee under this Agreement with a grievance shall first discuss it with his/her immediate supervisor either individually or with her PR & R Committee representative, and try to resolve the matter informally.

b. If the grievance is not satisfactorily resolved by the Supervisor's answer at Step One (a) the PR & R representative shall submit it in writing within three (3) days

of the conclusion of Step one (a) on the grievance form and the PR & R representatives shall present it to the immediate supervisor who shall submit a written answer to the PR & R representative within three (3) days.

c. In the event that a supervisor is not available at Step One, the grievance can be submitted at Step Two.

STEP TWO

If the Supervisor's written answer is not satisfactory, the PR & R Committee member may file it with the Director of the Department, or his/her designate, within seven (7) days from the date it is returned at Step One. When so filed, a meeting between the PR & R Committee member and the Director of his designate will be held to discuss the grievance within seven (7) days from the date the grievance is submitted to the Director. The grievant may attend that meeting if requested by either party. The Director shall submit his answer to the grievance in writing on the grievance form and return it to the person who filed it within (7) days after that meeting.

STEP THREE

a. If the grievance is not resolved at Step Two, the Chairman of the PR & R Committee or a representative may submit the grievance to the Director of the Medical Center or his designate within seven (7) days from the date it is returned at Step Two. A meeting between not more than two (2) members of the PR & R Committee and the Director of the Medical Center and/or his designated representatives, will be held to discuss the grievance within seven (7) days following the submission of the grievance at this step and the employee shall submit his answer in writing to the PR & R Representative who filed the grievance at this step within seven (7) days following the meeting.

b. Grievances relative to new policies, rules, and regulations or any modification of such policies, rules and regulations shall be processed in accordance with the procedures contained in Article IV C.

STEP FOUR

a. In the event a grievance is filed and is not resolved by the third step, the sole and exclusive resource for resolution is the parties arbitration provision listed in the agreement.

b. Appeal to the Arbitrator - Any grievance which is unresolved at step three of the grievance procedure may be submitted to arbitration, if the case is the type on which an arbitrator is empowered to rule. Arbitration shall be invoked by written notice of the Employer or the Organization to the other within thirty (30) consecutive days after the grievance is answered at step three. In any event the arbitrator must be selected/contacted within sixty (60) days of the notice to arbitrate for the grievance to be deemed valid.

c. The Organization and the Employer shall attempt to select an arbitrator. If unable to do so, the parties may request a panel of arbitrators from the Federal Mediation and Conciliation Service or request them to appoint an Arbitrator.

d. Powers of an Arbitrator - The Arbitrator shall be empowered to hear, investigate, and decide any difference between the parties which arises in connection with the interpretation, enforcement and application of the provisions of this Agreement subject to the limitations stated below. The Arbitrator shall have full discretion to uphold or rescind or modify disciplinary measures imposed by the Employer. The Arbitrator may conduct such investigations as may be considered appropriate. At the arbitration hearing each party shall have the option of presenting witnesses to matters ruled advisable by the Arbitrator and such witnesses may be cross-examined by the Arbitrator or the opposing party. The Arbitrator shall have no power to: Add to, subtract from, or otherwise modify any of the provisions of this Agreement or to establish or modify any salary rate or plan.

e. Arbitrator's Decision - There shall be no appeal from an Arbitrator's decision, if made in accordance with his jurisdiction and authority under this Agreement. It shall be final and binding on the Organization, on all bargaining unit employees and on the Employer. It shall be stipulated in the request for arbitration that a decision is desired within fifteen (15) days after the hearing.

f. Fees and Expenses - The fees and expenses of the Arbitrator shall be shared equally by both parties. All other expenses related to the arbitration process, including any expenses incurred by calling witnesses shall be borne by the party incurring such expenses.

ARTICLE X. MAINTENANCE OF DISCIPLINE

A. Each Medical Technologist and Senior Medical Technologist will abide by such rules of professional conduct which will facilitate the operations of the Medical Center. Rules of professional conduct, drafted by the Medical Center shall be presented to and reviewed by the Organization fifteen (15) days prior to their being placed in effect. Any disagreement with the proposed rules shall be a proper subject for discussion under the provisions of Article VIII D, prior to such rule or rules becoming an appropriate subject for the grievance procedure.

B. Discipline will be of a corrective nature rather than punitive, and will be based on verbal warnings recorded on the form used by the Medical Center before any penalty is assigned; however, flagrant violation of rules of professional conduct may merit immediate discharge or suspension.

C. Individual disciplinary penalties shall be for just cause and may become subjects for the grievance procedure except for those penalties which may be appealed to the Civil Service Commission except when such an appeal is in conflict with any other provision of this Agreement.

D. Existing rules in conflict with this Agreement shall be modified to conform to it by mutual agreement of the parties. When the Organization believes an existing rule conflicts with the Agreement because it is unreasonable or arbitrary, that belief shall be subject for discussion under the provisions of Article VIII, Special Conferences, prior to its becoming an appropriate subject for the grievance procedure.

E. Changes or additions to existing work rules and/or Medical Center Guidelines for the conduct of Senior or Medical Technologists, when drafted by the Medical Center, shall be presented to and reviewed by the Organization fifteen (15) days prior to their being

placed in effect. Any disagreement with the proposed rules shall be proper subject for discussion under the provisions of Article VIII, Special Conferences, prior to its becoming an appropriate subject for the grievance procedure.

F. Tardiness Language - If a Medical Technologist punches in up to six (6) minutes late, he shall not be penalized by docking his paycheck or by disciplinary action. If the Technologist is seven (7) minutes or more late, he shall be docked for in accordance with the established schedule.

Overtime shall not be paid for the first six (6) minutes of overtime that a Medical Technologist works. Once an employee works seven (7) minutes overtime, he shall be paid overtime for all minutes actually worked and properly authorized by the Chief Technologist, or his designee.

Nothing in this provision shall prevent the Medical Center from exercising its rights as outlines in Article IV, C., with respect to the Tardiness issue.

ARTICLE XI. THE ROLE OF A MEDICAL TECHNOLOGIST

A. The City in providing a Medical Center to serve the community and the Professional Medical Technologists, as a professional group, share the common goal and the common responsibility of providing to the citizens who require it, service which is safe and adequate and to define and recognize the proper role of the Professional Medical Technologist in the operation of the Medical Center.

B. A modern laboratory facility which is consistent with current practice requires the direct assistance of various auxiliary personnel and services to the Medical Technologist in order to provide proper service to the patient. The parties agree that the Medical Technologist must and shall have authority commensurate with responsibility for directing the work of the auxiliary personnel who are to be employed in a sufficient number so as to adequately assist with the various tasks, duties and services on all shifts as are customarily provided and which are recognized and required as a part of total Medical Technology Service.

C. The parties further agree that certain auxiliary services which are necessary for providing total patient service and which are customarily assigned to other hospital departments should be provided by the employees assigned to those departments. The Medical Technologist is to be free for the primary responsibility of analytical technical service to the medical staff and patients. Except in an emergency or unusual circumstances the duties of the Medical Technologists shall not include functions of auxiliary services.

D. The Medical Center agrees that it will make every reasonable effort to implement the above definition of functions and responsibilities of the various section of the laboratory by the adoption of suitable policies and job descriptions so that Professional Medical Technologist skills can be fully utilized in providing service to patients and the medical staff.

E. The parties further agree that it is the Medical Center's responsibility to provide adequate service in Medical Technology on all shifts seven (7) days a week, to fill vacancies as soon as possible in order to provide proper service and to make maximum utilization of the training and competencies of all Medical Technologists.

F. No work presently done by members of this bargaining unit shall be performed by any other employee in the classified service, where such a practice would be in confrontation with the proper standards for laboratory testing as defined by the United States Department of Health, Education, and Welfare, and the Department of Health of the State of Michigan, or either of them. However, as provided for by law and in emergency situations, qualified physicians may conduct and directly supervise medical testing.

Work presently done by members of this bargaining unit which has been solely/exclusively performed by Medical Technologists and/or new work which has been determined by the Medical Center to be solely/exclusively the work of HMCMTO members shall not be performed by any other employees of the Medical Center, i.e., individuals hired through the Medical Center's employment office and hired as Medical Technologist. This applied to main complex and offsite areas of the Medical Center wherein the Medical Center operates a Medical Center laboratory facility.

ARTICLE XII. EMPLOYEE DEFINITIONS

A. Full-time Employees - Full-time employees are those who are regularly scheduled to work eighty (80) hours in a fourteen (14) day per period.

B. Part-time Employees - Medical Technologists who are regularly scheduled to work less than eighty (80) hours in a two (2) week pay period shall be considered as part-time employees.

1. Except as specifically provided in this section, part-time employees shall not receive benefit provisions of this contract.

2. Part-time employees shall advance through the steps of the compensation schedule in accordance with their accrued hours.

3. Those part-time employees who are regularly scheduled to work forty (40) hours per two (2) week pay period shall receive benefits as indicated below:

Holiday Premium (when worked)

Regular Holidays (when worked)

Sick Leave (on Pro-Rata basis)

Maternity Leave

Liability Insurance

Medical Service

Retirement

PR & R Representation

Overtime Payments

Shift Differential

Injury Compensation

Military Leave

Jury Duty

Court Time

Bereavement

Hospitalization Insurance

Dental Insurance

Vision Insurance

For the purpose of part-time benefits as per cite. individuals must work 80 hours per month at least 10 of 12 months annually to receive said benefits without interruption or cost to the employee.

4. Those part-time employees who work a schedule less than that provided in three (3) above shall receive only the following benefit provisions of this contract.

Holiday Premium (when worked)

Maternity Leave

Liability Insurance

Medical Service

PR & R Representation

Overtime Payments

Shift Differential

Injury Compensation

Military Leave

Retirement (must work 80 hours per month)

5. In addition to benefits mentioned above, part-time Medical Technologists/Senior Medical Technologists working one hundred (100) hours per four (4) week schedules and who may be expected to work two (2) week-ends in each four (4) week schedule, shall receive vacation days on a pro-rata basis. These individuals must work one hundred (100) hours as stated above, at least ten (10) of twelve (12) months annually to receive the benefits described in this Article.

6. Full time employees who are involuntarily reduced to part-time shall be entitled to benefits as listed above. Employees shall also be entitled to dental, vision, and vacation days on a pro-rata basis.

a. involuntary part-time workers shall be scheduled not more than three (3) weekends in a four (4) week schedule except on a voluntary basis.

b. Involuntary part-time employees shall be given priority for placement on full time status, given qualifications and full time openings.

c. All part-time Medical Technologists who are required to regularly work more than 70 hours in a pay period will be placed on full-time status. Regular is defined as six (6) consecutive pays wherein the employee averages 70 regular hours of work.

C. Probationary Employees

1. New Employees shall be on a probationary status for the first six (6) months of their employment.

2. Certification

a. An applicant who has completed the formal educational requirements for certification but who is not yet certified shall be employed temporarily as a Medical Technologist, Non-certified.

b. A non-certified Medical Technologist is required to take the Registry of Medical Technologists, American Society of Clinical Pathologists, qualifying examination at the earliest possible date. If the employee passes that first examination and becomes certified, he will be promoted to Medical Technologist retroactively to the date of hire.

c. If the employee fails the first examination he shall be required to re-take it at the next earliest date. If he becomes certified as a result of the second (2nd) examination, he will be promoted to Medical Technologist retroactively to the date of that examination.

d. If the employee fails the second (2nd) exam, he will be required to re-take it again at the next earliest date. If the employee becomes certified as a result of the third (3rd) examination, he will be promoted to Medical Technologist retroactively to the date of that examination.

e. If the employee fails the third (3rd) exam, or if he does not take the examination as required in paragraphs (b), (c), or (d), above, he shall be immediately demoted to Junior Medical Technologist.

D. Orientation

1. Employees covered by this Agreement shall participate in a laboratory orientation and instruction program designed to acquaint them with distinctive laboratory procedures and techniques and to familiarize them with the various administrative duties and functions along with disciplinary procedures. Suggestions from the Organization shall be considered and may be incorporated into these programs.

2. New equipment and/or procedures utilized by the hospital shall not be put into operation until employees concerned have been trained in their use.

ARTICLE XIII. SALARIES

A. The parties agree that the salary schedule for Medical Technologists in this bargaining unit shall be set forth in the Hurley Medical Center Pay Schedule attached hereto and made a part of this Agreement. The salary schedule is based upon an eight (8) hour work day with ten (10) such work days in each two (2) week pay period.

B. Each Senior or Medical Technologist shall be placed on the salary schedule on the basis of the number of months or years of their employment with the City of Flint Hurley Medical Center. Thereafter, when a Medical Technologist reaches the anniversary date of employment he or she shall advance to the next level on the schedule, according to the Compensation Pay Plan. All employees within the bargaining unit as of June 30, 1987, will continue on the current pay plan including the general increase. Any new hires as of July 1, 1987, will begin at a reduced first year rate, including the increase, of \$12,360, and continue on the regular pay scale at the second year rate after the completion of 2080 hours.

C. The standard day shift shall consist of not more than eight and one-half (8 1/2) hours consecutive in a twenty-four (24) hour period, including an unpaid lunch period of one-half (1/2) hour and two (2) paid fifteen (15) minute rest periods.

D. The salary schedules established the salaries of Medical Technologist working on the day shift. Employees working a majority of hours after 3:00 p.m. will be a second shift employee and be paid a second shift premium of 6.5%. Employees working a majority of hours after 11 p.m., will be a third shift employee and be paid third shift premium of

8%. Any premium, stated above, shall be in addition to rates established in the referred to salary schedule.

E. The Employer will follow a seniority principle relative to shift assignment within the Department. Employees shall submit in writing their shift preference to their departmental office by December 1 of each year. Such shift assignment will be effective on the first Monday of a new pay period, on or following January 1 of each year, whenever possible or as soon thereafter as the employee can be granted such shift assignment. A request for any shift change will be submitted in writing to the departmental office. Shift changes may be made by mutual agreement between employees, with the approval of the Department Head or his designate, and with knowledge of their immediate supervisor. The Hospital reserves the right to assign an employee to a specific shift in order to maintain efficiency on a temporary basis, or to best utilize the abilities of an employee on a permanent basis; however, this right will not be used for disciplinary reasons, nor on any discriminatory basis.

In sections which have various starting times on one shift, the earlier permanent starting times will be offered to the most senior full-time employee (within the classification) assigned to the section as such starting times become available, provided efficiency is not impaired. An unavailable starting time as contained herein shall mean a Bargaining Unit position not currently occupied by a Bargaining Unit member.

F. One and one-half (1 1/2) times the base rate will be paid for all hours worked over eight (8) in any twenty-four (24) hour period and for hours worked over eighty (80) during a two (2) week pay period.

G. Medical Technologists who are called in to work on their scheduled days off shall be paid one and one-half (1 1/2) times their regular rate.

H. Both overtime and holiday rates shall not be paid for the same hours worked. Premium payments are not to be duplicated.

I. Past Service Experience Credit - All employees who are new hires shall qualify for past service experience credit, at a maximum rate of fifty (50) percent for work experience at a comparable facility for the preceding five (5) years. However, no starting

rate in excess of the third (3rd) step of the compensation schedule shall be granted. All employees who are former employees of the Medical Center and who are re-employed shall qualify for past service experience at a maximum rate of one hundred (100) percent for work experience as a Medical Technologist at Hurley Medical Center, if they return within two (2) years of termination or seventy-five (75) percent if they return after two (2) years but not more than four (4) years of termination. However, no starting rate in excess of the fifth (5th) step of the compensation schedule shall be approved.

J. Each Senior and Medical Technologist will work schedules developed in the unit, covering an eight (8) week period which will be posted at least two (2) weeks in advance of the time covered by such schedule. Requests for specific schedules will be accommodated if possible and if they are submitted in writing at least one (1) week prior to the posting of such schedules. No Senior or Medical Technologist shall normally be scheduled to work more than eight (8) hours in any twenty-four (24) hour period or more than ten (10) days within a two (2) week pay period. If seven (7) consecutive days are scheduled without being followed by at least two (2) scheduled days off, not necessarily consecutive, all additional hours shall be paid at one and one-half (1 1/2) times the base rate. If an employee is required to work double shifts, the second (2nd) shift or any shift thereafter shall be paid at one and one-half (1 1/2) times the base rate of such employees for such additional hours worked, plus any appropriate differential.

K. Individual Medical Technologists will not change schedules by "trading" with another Medical Technologist without the consent of the Department Head or designate or both. It is agreed that if a Medical Technologist requests a schedule change that results in more than eight (8) hours in any twenty-four (24) hour period, such hours worked will be paid at the base rate only. If a schedule change is made at the request of the Medical Center results in more than eight (8) hours in any twenty-four hour period, such hours will be paid at one and one-half (1 1/2) times the base rate.

L. Management retains the right to determine when and where overtime will be worked, i.e., inclusive of mandatory overtime. Overtime hours will be divided as equally as possible within the Laboratory among Medical Technologists. Effective July 1, 1999,

there will be a single, separate overtime list for the Laboratory covering all three (3) shifts, maintained by the employer by seniority. Technologists desiring to work overtime will indicate that desire by having their name placed on the overtime list. Following each technologist's name will be the section(s) they are capable of working and will consider overtime opportunities which may arise. The overtime list will always be available for the technologists to view. Overtime will be offered to the technologist with the lowest number of hours that has indicated their interest in working overtime in the section of the Laboratory in which the opening exists. If more than one technologist has the same low number, then it is offered to the highest seniority of those technologists first. Hours are charged in eight (8) and four (4) hour blocks.

The employee is charged with eight (8) hours of overtime if:

1. The overtime will be four (4) hours or more:
2. You agree to work the overtime:
3. You decline the overtime when it is your turn:
 - a. you decline the overtime if:
 - you or your spouse etc. (non minor) verbally decline, in person or via phone
 - decline in writing (posted or by e-mail)
 - do not answer e-mail or postings before a posted deadline and your turn has come up (as long as you have been to work to see the postings or e-mail.)
4. You work overtime in a section other than the section on which your name appears:
5. All overtime paid or taken as comp/save time in excess of four (4) hours.

The employee is charged with four (4) hours of overtime if:

1. The overtime work is greater than two (2) hours but less than four (4) hours, i.e., per occurrence. Said overtime shall be charged as four (4) hours.
2. Same as #2 above:
3. Same as #3 above:
 - All overtime taken as comp/save time in excess of two (2) but less than four (4) hours, per occurrence shall be charged on the appropriate overtime list as four (4) hours.

- "All overtime" is defined as any hours paid at the premium rate (1 1/2 times the base rate) regardless of the reason, excluding holidays. All other provisions of the current overtime language shall remain intact.

You are not charged if:

1. You are scheduled to work on the shift and therefore unavailable to work where the overtime occurs:
2. You decline the overtime in a section other than the section on which your name appears:
3. The overtime will be less than two (2) hours (overtime less than four (4) hours should be allocated on a rotational basis):
4. You were unaware of the overtime:
 - a. Messages on answering machines do not count as being contacted
 - b. You have not been to work to see postings or e-mail

You are considered unavailable and should not be called for overtime if:

1. You are off duty receiving a pre-approved benefit day, i.e., vacation, personal or special holiday of one (1) day or more:

If the overtime is not filled for the original section, i.e., (everyone that is capable and has indicated an interest has either declined or is unavailable), then there are two (2) options that exist.

1. Adjust staffing to cover the section where the original overtime was incurred, thereby creating a "new overtime assignment" to offer overtime in accordance with current contractual language, i.e., (low hours, high seniority):
2. Mandatorily assign the overtime to the lowest seniority technologist on duty who can perform the task:

Every July 1, full-time employees can have their name placed on the overtime list or deleted from the list. All hours start at zero (0) on July 1.

New hires will be placed on the bottom of the overtime list.

Employees may wish to note on their list, which if any, shifts they will not work, i.e., (no third shifts.) This employee is saying that he/she is declining all third shift overtime and will be charged eight (8) hours every time his/her name comes up for that shifts overtime.

The above procedure does not pertain to overtime situations wherein an employee remains at work to complete an unfinished work assignment, and said assignment is less than two (2) hours. The Medical Center agrees this paragraph shall not be utilized to circumvent the language and intent or scheduling and assigning of overtime set forth in the paragraph above.

Overtime will not be offered to Medical Technologists while they are on vacation leave, i.e., (utilizing greater than three (3) vacation days) inclusive of scheduled days off occurring immediately prior to and after the vacation period. Additionally, employees who are allowed to utilize three (3) or less than three (3) vacation days shall not be offered overtime which occurs adjacent to these scheduled vacation days.

M. Weekend differential of 8%. Weekend interpretation will remain as in the past.

N. Weekend work - All full time employees in the bargaining unit shall be scheduled every other Saturday and Sunday off duty. In the event that any employee is scheduled for duty for two (2) consecutive weekends, without mutual agreement between both parties, the second weekend worked shall be at premium compensation.

O. Qualified employees who are called at home, on their regular time off and who are not scheduled as "standby" and who either give instructions over the phone that make possible the repair of machines, or are required to return to the Laboratory to perform the repairs themselves, shall be paid premium pay "time and one half" for all repair instructions given over the phone taking one-half hour or more.

Call backs or returns that are necessary for such individuals, will be paid a minimum of four (4) hours at premium pay or for anytime needed in excess of the four (4) hour period.

P. Any alleged pay shortages of employees caused by the Employer, upon verification by the Personnel Department, will upon request, be paid within twenty-four (24) hours except on weekends. In the event there is an error of two (2) days or more on an employee's paycheck (employer error), an exact check will be issued. For employer errors involving less than two (2) days, a special check will be made, specifying both the gross and net amounts. When the Medical Center develops the appropriate capabilities, a regular check will be issued in place of the errored check. Any overpayment to employees will be collectable in full by the Medical Center. The employee will be notified in writing of the overpayment and will be instructed to contact the Payroll department with regards to working out a repayment program. However, if the employee fails to cooperate, the Medical Center will have the right to withhold payment from the employee's paycheck not exceeding 10% of the employees over payment until repayment is made. Any underpayment/overpayment shall be limited to the previous twenty-four (24) calendar months. Any disagreement may be taken up through the normal grievance procedure.

Payroll Periods - The Medical Center may change the payroll period to end on Saturday. Those adversely affected on the day of transition (first Sunday of change) may use any accumulated benefit day to ensure a full check, but the definition of overtime does not change.

Q. Employees hired before June 30, 1987 will proceed on the top pay schedule with a first and second six month rate.

These employees will progress to the new second six month rate at the completion of 1040 hours.

Employees hired as of July 1, 1987, will begin at the lower starting rates on the pay schedule (\$11.795 or \$12.360) and move to the second year rate at the completion of 2080 hours.

R. Low Census Days - A voluntary time-off list shall be established, maintained and utilized in the event of low census days.

If there is no list of volunteers, the employees in the affected area(s) will be offered the opportunity to take the day off, or remaining portion of the day off, on a voluntary basis. If there is more than (1) volunteer, the employee(s) with the highest seniority, rotating to the lowest, will be given preference.

In the event of no volunteers, employees scheduled and reporting to work and who are subsequently sent home shall be paid at least four (4) hours of pay. However, said employees shall be sent off duty due to low census, by division (Chemistry, Blood Bank, Hematology, Bacteriology), from lowest to highest.

Should an employee on the voluntary list be notified by the Medical Center at least two (2) hours in advance of their shift not to report to duty, they shall not be entitled to any pay for that day.

Benefits shall accrue as if time was worked. The employee will be allowed the option of taking such time off by using accrued vacation or personal leave time.

If low census continues beyond two (2) weeks, representatives of the Medical Center and HMCMTTO will meet to discuss alternatives.

S. Ten or Twelve Hour Shift - In the event a section within the laboratory department changes to a ten (10) hour day, four (4) days a week, or a twelve (12) hour day, three (3) days a week, all regular hours worked on a daily basis will be paid at straight time and rate. All hours worked over ten (10) or twelve (12) hours a day shall be paid at the rate of time and one half. Employees assigned to such alternate shift shall receive overtime for any hours worked over forty (40) hours in a week.

ARTICLE XIV. HEALTH PROGRAM

A. Physical Examinations

1. At the time of hiring, all employees shall receive a physical examination by a licensed physician at no expense to the employee. Such physical examination shall include the following laboratory and radiology tests:

- a. Large single view chest x-ray
- b. Urinalysis

- c. Urine Drug Screen
- d. Chemistry Profile (Eval 20)
- e. CBC with differential
- f. Serum alcohol level
- g. Hepatitis B. Antigen
- h. Immunity for Hepatitis B
- i. Immunity for Varicella (chicken-pox)
- j. Immunity for Rubella (german measles)
- k. Immunity for Rubella (measles)
- l. VDRL
- m. Screening Tuberculosis (TB) test

2. Other physician examinations shall be provided when recommended by the examining physician or when requested by the Medical Center's Administration. Following surgery of any duration requiring a leave, or any illness leave of ninety (90) days or longer, an employee will have a physical examination by a licensed physician designated by the Medical Center at no expense to the employee. This examination will be completed before the employee is allowed to return to work.

3. Employees will receive TB screening tests in frequency patterns required by the regulatory agencies effecting the Medical Center. All employees will be tested at least annually. Work areas considered to be high risk for TB exposures will receive testing more frequently as established by the regulatory agencies. TB screening tests will be provided at no expense to the employee.

B. IMMUNIZATIONS

l. The Medical Center shall provide each employee with the opportunity of obtaining the following immunizations without charge:

- a. Diphtheria-Tetanus Toxoid Booster
- b. Influenza Immunization

c. Hepatitis B. Vaccine

2. Employees shall receive such immunizations as may be required based on exposure and past record of need.

C. ILLNESS ON DUTY

Emergency treatment for an employee who becomes ill while on duty shall be provided by the Medical Center without charge. Emergency treatment is defined as those conditions covered by Blue Cross/Blue Shield Insurance (or which would have been covered in the case of an eligible but non-participating employee). Cost incurred by the employee for non-emergency treatment will be the responsibility of the employee.

Implementation of this section shall be the responsibility of the Medical Center Director or designee.

D. SAFETY

Employees will conform to applicable safety rules established by the Medical Center. When applicable to members of the Union, Safety rules published by a State of Michigan Department or Commission or established by State Statute are made a part of this contract.

ARTICLE XV. VACATIONS

A. Vacations for Medical Technologists employed by the Medical Center shall be computed on the basis of time worked each fiscal year; a fiscal year is defined as commencing the first of July and ending the following June 30.

B. Vacation leave shall be computed and accrued on the basis of the fiscal year and for consecutive service. Consecutive service for purposes of administration of this provision shall mean employment uninterrupted by resignation or discharge, provided that employees shall not receive credit for purpose of determination of eligibility for vacation leave for absences without pay of two (2) calendar weeks or longer. Vacation shall accrue on the following basis:

Year of Service	Days Accrued	Per Hours Worked	Maximum No. of Days Per Calendar Year	Maximum Accumulation Days
Less than 5	.92	173	11	33
5 thru 9	1.33	173	16	48
10	1.42	173	17	51
11	1.50	173	18	54
12	1.59	173	19	57
13	1.67	173	20	60
14	1.75	173	21	63
15 and over	1.84	173	22	66

On July 1st of the year following completion of the first, fifth, tenth, eleventh, twelfth, thirteenth, fourteenth, and fifteenth year of consecutive service, vacation leave shall be credited as having accrued on the above basis for the entire preceding fiscal year, but only after completion of twelve (12) full months of service.

Employees with a two (2) year accumulation of vacation days shall have the option of receiving payment for five (5) days. said days shall be paid at the base rate of pay in effect on June 30. Requests for payment must be submitted to the Personnel Department no later than May 30 of each year. Payment will be by separate check in the payroll covering the first full pay period in July.

C. Vacation time may be cumulative but shall not exceed triple the annual vacation for each Medical Technologist. In the event the Medical Technologist suffers a compensable injury or illness and is, therefore, unable to use his or her accumulated

vacation time, such vacation time may be retained as accumulated and used in accordance with Article XV G. Any employee may by choice take, or may be required to take, during the year, vacation leave equivalent to one-half (1/2) of the vacation leave accumulated in the preceding year.

D. Consecutive service for purposes of administering this Article shall mean employment uninterrupted by resignation or discharge. However, a Medical Technologist shall not receive vacation credit for any absences without pay of two (2) calendar weeks or longer. Vacations may be taken at any time during the fiscal year with the approval of the Medical Center.

E. A Medical Technologist whose vacation period contains a holiday shall have one (1) day added to his or her vacation, or may schedule one (1) vacation day at a subsequent time.

F. If a Medical Technologist makes a request to take a vacation prior to July 1st and the Medical Center approves the vacation, the amount of vacation time allowed with pay is the number of days credit earned as of the beginning date of the vacation. Medical Technologists who take their vacation prior to July 1st, may anticipate maximum vacation time; if taken prior to July 1st, the Medical Center will give that Medical Technologist additional pay on the first (1st) pay day following July 1st in an amount equal to the difference between the amount of vacation time paid at the time the vacation was taken and the amount of vacation credit as of July 1st.

G. A Medical Technologist who is on leave of absence because of illness and has exhausted his or her sick leave accumulation shall have the option of either going on leave of absence without pay or using his or her currently earned vacation days before going on a leave without pay if necessary for the remaining period of illness.

H. If a Medical Technologist's service with the Medical Center is terminated at anytime after completing one (1) year of service, or if a Technologist enters the armed forces of the United States regardless of length of service, he or she shall receive vacation pay accumulated up to the date of termination at current rate of pay. In case of death, the

proportionate share of the Technologist's unused vacation pay will be paid to the beneficiary designated by the employee.

I. Whenever possible, vacations will be scheduled at the convenience of the Medical Technologist. There shall be a two-tiered system for granting vacation requests. Vacations shall be granted on a seniority basis if they are applied for by February 1st for the time period on May 1st to October 31st or by August 1st for the time period of November 1st to April 30th. If an employee does not submit his/her request by the above stated time limits, the request shall be granted on a first submitted, first approved basis. In any event, the employee will be notified of approval or denial of the vacation request within ten (10) working days of submission or within ten (10) working days of the above stated time limits of February 1st and August 1st. Vacation requests will not be unreasonably denied.

In special cases where deposits or reservations must be made in advance of the above requirements, this information must be stated on the leave form submitted and time periods stated as well; in such case, these requests will be answered within five (5) working days of submission.

J. If a regularly scheduled pay-day falls during a Medical Technologist's vacation, he or she may receive such pay due in advance before going on vacation.

K. The Medical Center agrees that when the policy changes relative to vacations for part-time employees, part-time technologists shall be granted pro-rata vacation days on the basis of current contractual formula.

L. View of Records

Hurley Medical Center agrees to schedule an appointment with the Personnel Department upon the request of any Medical Technologist/Senior Medical Technologist to review their own accumulation of sick days, personal days and vacation days. Such request will be made only once per fiscal year. Following such appointment, there is no disagreement as to the number of sick days, personal days and vacation days, the individual employee shall signify such agreement by signing a document to that effect. In the event of disagreement, the employee shall invoke the grievance procedure to resolve any

disagreement with respect to the number of sick days, personal days and/or vacation days.

ARTICLE XVI. HOLIDAYS

A. Regular Holidays observed by the Medical Center are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

1. Each full-time Medical Technologist will be paid for each of the above listed holidays at their respective regular straight time rate of pay provided that the Technologist worked the last scheduled working day prior to the holiday and the next scheduled working day after the holiday or has had the absence for either or both of such days excused by the Medical Center.

2. Each Medical Technologist who works on a regular holiday shall be paid at the rate of one and one-half (1 1/2) times his or her respective regular rate of pay for hours actually worked plus the regular holiday pay; or a Technologist who works on a holiday may in advance of such holiday at his or her request, receive one and one-half (1 1/2) times the regular rate of pay for the hours actually worked plus receive a compensatory day off with pay not to exceed eight (8) hours as scheduled by the Department Head within four (4) weeks of such holiday.

B. Special holidays observed by the Hospital are the day before Christmas, the day before New Year's, and the Medical Technologist's birthday.

1. Medical Technologists who are not scheduled to work on a special holiday shall be paid for such holiday or be entitled to a compensatory day off with pay at their regular straight time rate of pay for such special holiday. Such compensatory days off shall be scheduled by mutual agreement between the Department Head and the Medical Technologist, within four (4) weeks of the day of such holiday.

2. A Medical Technologist who works on a special holiday shall receive his or her regular rate of pay for the hours worked and an equal amount of compensatory time off with pay. Such compensatory time is not to exceed eight (8) hours as scheduled by the Department Head and the Medical Technologist within (6) months of the special holiday.

C. General Provisions

1. A Medical Technologist who is scheduled to work on a regular or special holiday but who fails to report for work shall not be entitled to any holiday pay or compensatory time off, unless the absence is excused by the Medical Center.

2. Under normal circumstances, a Medical Technologist shall not be scheduled for more than nine (9) working days, excluding the Holiday in a pay period in which a holiday falls. Holiday work will whenever practicable, be accomplished on a voluntary basis.

3. When a holiday falls within a Medical Technologist's vacation period, or during an approved leave of absence with pay, he or she will be paid for that holiday in lieu of the vacation pay or leave of absence pay for that day. If on vacation, the Technologist may have one (1) additional day added to the vacation upon the Technologist's request.

4. Employees may be scheduled to work one (1) winter holiday and may be scheduled to work (1) summer holiday.

5. If any regular holiday falls on a scheduled day off, such day shall be paid as a holiday and another day off may be scheduled at the mutual convenience of the Department Head and the Medical Technologist.

6. All work performed shall be considered as accomplished on the date during which the majority of hours are worked.

7. A Medical Technologist who separates from the service of the Hospital prior to the completion of six (6) months of service credit and who has received holiday pay or compensatory time off in lieu thereof, shall have deducted from separation pay an amount equal to that previously received as holiday pay or compensatory time off in lieu thereof.

ARTICLE XVII. LEAVES OF ABSENCE

A. Sick Leave

1. Each full time Medical Technologist shall accumulate sick leave at the rate of one (1) day of "sick leave" for each 173 hours of credited service but not to exceed twelve (12) days per year. Such sick leave may accumulate without limitation.

Employees with more than twenty (20) days accumulated sick days shall have the option of receiving payment for unused days (to be paid at the base rate of pay in effect on June 30) in accordance with the following formula:

# Earned Sick Days	Max # Days Employee May be Paid	Min # Days Employee May Bank
12	10	2
11	9	2
10	8	2
9	7	2
8	6	2
7	5	2
6	4	2
5	3	2
4	2	2
3	1	2

Requests for payment must be submitted to the Personnel Department no later than May 30 of each year. Payment will be by separate check in the Payroll covering the

first full pay period in July. No payment will be made in 1988 for days earned in fiscal year 1987-1988. The above mentioned payment will resume in 1989 for days earned in fiscal year 1988-89. Sick days that are not used or paid shall accumulate without limit.

2. No sick leave shall be credited during the probationary period, but at the end of the probationary period the Medical Technologist will be given credit for sick days earned and will thereafter earn additional credit as described above.

3. Sick leave shall be paid at the Technologists regular rate of pay at the time the sick leave is used.

4. Payment for sick leave shall only be paid for the time lost for which the Medical Technologist normally would have been required to work and for which he or she would have been paid.

5. In addition each Medical Technologist shall be entitled to seven (7) paid personal business days per fiscal year. ~~six (6)~~ to be charged to sick leave if the Technologist has an accumulation of at least six (6) sick days. Upon reasonable written notice such personal business days may be utilized for matters of importance to the Technologist. It is further agreed that the Personnel memo of June 2, 1971, as revised, will govern the mechanics in applying for personal days off. Effective 8-1-89 one (1) non-chargeable personal day for 100 hour part-time employees. Effective July 1, 1999, one (1) personal day for 100 hour part-time employees, i.e., chargeable to accrued sick days.

6. Medical Technologists are expected to use sick leave only for the purpose herein provided. A Medical Technologist who becomes ill or is injured and who expects to be off work so as to use paid sick time should notify the appropriate office as promptly as practical under the circumstances. Such notice should in all cases except extreme emergency be given in advance of the start of a Technologist's scheduled work shift, one-half (1/2) hour on first (1st) shift; one and one-half (1 1/2) hours on second (2nd) shift and at least three (3) hours on third (3rd) shift.

7. If an employee becomes seriously ill or injured during a vacation, said employee may option and upon submitting medical verification complete the vacation time before using paid sick time credit or may suspend the vacation and begin to use paid sick

time thereafter. In such circumstances the Medical Technologist should immediately notify the Laboratory, unless the condition prevents the employee from doing so.

8. a. When a Medical Technologist is on sick leave which extends beyond the time when his or her sick leave accumulation was exhausted, the Technologist may choose to have such additional days charged against vacation days then accrued or take a leave without pay for the remaining period of that illness, upon written request to the Department Head.

b. A leave of absence without pay because of illness following the exhaustion of a Medical Technologist's accrued sick leave may be granted for a period up to one (1) year without loss of employment status or any benefits accrued at the date of commencement of leave. Said request shall be accompanied by a physician's certification as to the necessity of the requested leave.

9. Sick leave for a Technologist who works less than a regularly scheduled shift as a result of an illness shall be computed as follows:

a. If the Technologist discontinues work before having worked two (2) hours, sick leave for the entire day is granted.

b. If the Technologist works more than two (2) hours but less than six (6) hours before discontinuing work as a result of illness, the Technologist will receive regular pay for four (4) hours and sick leave pay for the remaining four (4) hours of that day.

c. If the Employee works six (6) hours or more, he shall be paid for eight (8) hours.

10. Medical Technologists will not be required to obtain a physician's certificate for sick days unless an illness extends for more than three (3) consecutive days; provided that, the Hospital may require a physician's certificate in cases of repetitive absence, following proper notification to the individual Technologist. Employees with verified chronic conditions which cause periodic absences from duty will not be required to obtain a physician's statement for any absence caused by that condition.

11. Paid sick leave will be granted for emergency visits to a physician or dentist which is required because of symptoms that arose on the same day the appointment was made or the day immediately prior thereto. Administration may request verification of such visits.

12. An employee who participates in the Flint Chapter American Red Cross Blood Program shall receive time off with pay for purposes of making a blood donation. Such paid time shall be limited to four (4) hours per appointment if complications arise.

13. Dependent survivors of an employee whose death was in the line of duty shall be paid in cash for each day of unused and accumulated sick leave on same basis as though retired. Dependent survivors of an employee whose death is non-duty connected shall be paid in cash on same basis above. A living spouse will automatically be determined a bona fide dependent. No payments against unused or accumulated sick leave shall be made if death is determined, by a medical examiner, to have been caused by suicide. Payment shall be made at start of the fiscal year, subsequent to death.

B. Personal Leave of Absence

1. Personal leave of absence without pay for reasons other than specifically provided elsewhere in this Agreement, but not for the purpose of seeking or securing work elsewhere, may be granted by the Hospital upon written application by the employee.

a. When a personal leave of absence under this provision is granted for a period of not more than six (6) months, the individual shall be entitled at the termination of such leave to be re-employed to the same position held at the time the leave was granted. Seniority, longevity, sick leave and vacation shall be retained but not accumulated during this period of leave, except that accumulated vacation with pay may be used in addition to or in lieu of personal leave at the Technologist's request.

b. When a personal leave is granted for a period of more than six (6) months the employee's position will not automatically be held open. If the position is not to be held open the Technologist shall be so advised at the time the determination is made. The Technologist shall be entitled to be re-employed in the original position if able

to return within one (1) week of the notification. If the Technologist is unable to return at that time, the Technologist will be re-employed when a position is available at the level and type of position previously held if the Technologist has notified the Medical Center in writing of the desire to return; or in such other position and level in the bargaining unit classifications in which there may then be an opening. If a subsequent vacancy occurs in the Technologist's original classification, the Technologist will be restored to his previous classification. During such leave an employee's seniority, longevity, sick leave and vacation shall be retained but not accumulated, except that accumulated vacation with pay may be used in addition to or in lieu of personal leave at the Technologist's request.

c. A personal leave may be extended for a maximum of two (2) years. Extensions of a Technologist's personal leave of absence may be granted, when requested in writing.

2. The Technologist shall when personal leave is granted, keep the Hospital informed of any change in status or conditions causing the employee to request leave.

C. Emergency Leave - Leave with pay of not more than three (3) days may be granted for critical illness in the employee's immediate family. Emergency leave may be extended through use of vacation leave as elsewhere provided, upon request of the employee. (Immediate family as defined in Bereavement leave).

D. Bereavement Leave - Leave with pay of not more than three (3) days plus not more than two (2) days travel time may be granted for a death in the employee's immediate family. Immediate family shall be defined to include parents, parent-in-law, grandparents, grandparents-in-law, grandchildren, husband, wife, children, step-children, brother, sister, step-brother, step-sister, brother-in-law, and sister-in-law or other relatives living in the Technologists home. Medical Technologists shall also be granted leave with pay up to one-half (1/2) day for the purpose of attending funerals of other close relatives. Total paid leave for any one bereavement as outlined in this paragraph shall not exceed a total of five (5) working days. Bereavement leave may be extended through use of a vacation leave as elsewhere provided, upon written request of the employee. Reasonable travel time will be granted to those individuals who must travel in excess of 300 total miles to attend the

funeral of an immediate family member. One paid day shall be granted for a minimum of each 300 total miles traveled. However, under no circumstances will such time exceed two (2) paid days.

(Inclement Weather) If an emergency exists during inclement weather, and is considered such by the Director of the Medical Center, or his/her designee, the following will apply:

1. An employee reporting to work on his/her regular shift within two (2) hours of his/her regular starting time, will be paid for a total of eight (8) hours for each day so considered an emergency, providing the employee works the remainder of their shift. Any employee who is unable to report within the two (2) hour time limit shall be paid for those hours they are actually able to work. In addition, employees who work during such considered emergency day will be granted compensatory time off equal to those hours worked up to a maximum of eight (8) hours per day, to be granted and scheduled as mutually agreed upon by the employee and his/her supervisor.

2. Those employees unable to report to work during the above emergency, and properly notify the Medical Center according to contract language, shall be granted an approved leave of absence and/or will be allowed to use personal leave or vacation time.

E. Maternity Leave

1. A Medical Technologist who becomes pregnant shall be entitled to a Maternity leave without pay. Such leave may commence at anytime after her physician has confirmed pregnancy. Upon confirmation of pregnancy, the Technologist shall notify her supervisor. Permission to continue working shall be granted when requested by the Technologist and when supported by a physician's statement.

2. a. A Medical Technologist will have the right to remain on leave status for not more than two (2) years, beginning from the date she enters such status. The Technologist on such leave status may not return to work sooner than eight (8) weeks after termination of pregnancy, however, maternity leave shall end three (3) months following termination of her pregnancy after examination by her personal physician and she is reported physically able to work. If, however, further leave due to pregnancy is recommended by

her physician, an additional leave of absence may be granted. The Technologist will be able to return to work in the same job with shift preference and classification held by her before going on such leave, within three (3) months after termination of pregnancy. Two (2) extensions of ninety (90) days may be granted. Otherwise, she shall return to work in a similar job in the bargaining unit in the next lower classification, if any, where a vacancy exists until such time as she can be reinstated in her original classification and job.

b. In cases where pregnancy is terminated by abortion or non-viable birth, or in cases of infant mortality, time limits specified in 2. a. above, may be waived upon recommendation of the employee's attending physician.

3. Employees returning to work following a pregnancy leave must make application to the Personnel Office at Hurley Medical Center so that arrangements can be made for re-employment and physical examination.

4. Vacations, holidays, sick leave and other fringe benefits shall not accumulate during such leave. However, a Maternity leave shall not be considered as an interruption of continuous service for the purpose of eligibility for benefits and she may maintain Hospitalization and Insurance coverage during such leave for a maximum of six (6) months and by making proper payments to the Hospital for hospitalization insurance. After return to work the employee shall retain any benefits accrued up to the date of the maternity leave.

5. A Maternity leave shall not ordinarily be considered as sick leave under the sick leave policy. However, sick leave and/or unemployment compensation may be paid under circumstances as provided by State and/or Federal laws and/or regulations, or proper legal interpretation by an appropriate official.

6. Adoption shall be handled as a Maternity leave, except for paragraph 5 above.

7. A Paternity leave will be granted of not to exceed a total of three (3) days chargeable to either available vacation or personal days. If a new employee, who has not earned vacation or personal days utilizes this leave, the employee shall be reimbursed when such days become available.

8. The parties agree to abide by the Medical Center's standard practice on family leave (see back of contract).

F. Military Service Leave

1. Whenever an employee who is a member of the National Guard, U.S. Army Reserve, Naval Reserve, Marine Reserve, Air Force Reserve or Coast Guard Reserve is called to active duty or is compelled to participate in classes or instruction as part of an active reserve unit, the employee shall be paid, during the time of such service, the difference between his regular wage or salary and the allowance of the State of Michigan, or other governmental authority, for such service, provided that in case of active service the total period of payment shall not exceed three (3) calendar weeks in any single calendar year and in case of compulsory reserve training, the period of payment shall be determined by the Personnel Department. Before such payment shall be made the employee shall furnish the Personnel Director of Hurley Medical Center with a letter from the commanding officer showing the period of active duty and the allowance made the employee by the State of Michigan or other governmental authority for such service.

2. Application for active military service leave of absence shall be made to the Medical Center in writing as soon as the Medical Technologist is notified of acceptance in Military Service and in any event not less than two (2) weeks prior to departure. A Technologist on Military Service leave shall retain any unused sick leave or vacation time accrued, and the rights under such leaves shall be governed by applicable Federal and State statutes and court decision.

G. Educational Leave - Upon written application, a Medical Technologist may be granted a leave of absence to pursue a full-time education program in Medical Technology or a related field until completion of a degree without the loss of employment status or accrued benefits provided, however, that the length of the time of educational leave shall not be more than two (2) years. Requests for extension of leave beyond two (2) years will be reviewed by a committee of four (4) members, two (2) of which shall be selected by the Bargaining Unit.

H. Organization Business Leave

1. A Medical Technologist who is selected or elected by the Organization for official Organization Business that will require absence from work, shall be granted an unpaid leave of absence and without loss of status for one (1) year and said leave may be renewed upon request. Such Technologist shall retain seniority and all other rights of accrued longevity, vacation time and sick leave.

2. Two (2) delegates selected by the Organization, and employed by the Medical Center, shall be granted leave with pay to attend official meetings, other than conventions, called by their parent Organization when incorporated on a state, regional or national level. Such meetings shall be limited to not more than twenty (20) hours pay per delegate per meeting, and shall not exceed three (3) meetings in any one (1) calendar year. The names of the delegates, together with the time, date, place and purpose of such meetings, shall be submitted to the Personnel Director of the Medical Center by the Chairman of the Organization at least fifteen (15) days prior to the date of such meeting.

ARTICLE XVIII. WORKERS COMPENSATION AND SUPPLEMENTAL PAY

A. The Medical Center shall provide coverage for all employees under the Michigan Worker's Compensation Act.

B. An employee who is injured and draws Worker's Compensation as a result of his employment by Hurley Medical Center, will, upon return to duty in their regular classification or upon permanent reassignment to another classification, except where the injury is due to gross negligence of the employee, receive from the Medical Center a supplemental payment equal to the difference between the weekly Worker's Compensation received and his normal gross pay, minus standard/required deductions.

This supplementary payment will cover a period of not more than twenty-six (26) weeks within a twelve (12) month period following the date of injury.

C. Supplementary payments provided for in Paragraph B above shall cease:

1. If the attending physician certified that the employee is able to return to work.

2. If the employee is permanently disabled and receives a disability retirement under the City of Flint Pension Program and/or disability benefits under Social Security.
- D. Blue Cross/Blue Shield, dental, optical and life insurance payments will be continued through the period of disability as outlined in Paragraph A above.
- E. Procedures - ON-THE-JOB INJURY AND COMPENSATION
 1. Any employee who becomes injured or ill in the performance of his duties shall, if his physical condition permits, report that injury immediately to the Employee Health Office using the Medical Center Employee Incident Report Form (#32360). The employee shall report to the Employee Health Nurse or if his condition necessitates immediate treatment, the employee shall report to the Emergency Department for necessary aid or referral.
 2. Follow up care for job related injuries or conditions will be provided by the Medical Center in accordance with the Worker's Compensation Law. Employees will be directed to Employee Health Services for all necessary follow up.

This supplementary payment will cover a period of not more than twenty-six (26) weeks within a twelve (12) month period following the date of injury.
 3. If an employee is severely injured and it is impossible for the employee to perform any useful duty within the Medical Center, the supervisor will be so informed in writing by the Employee Health Physician or his designee.
 4. If the injury is of a minor nature and would not preclude the performance of some duty (either regular or light) in the department, the employee will be returned to the department with the notation that he can perform regular or light duty and a description of the restrictions.
 5. In the event that the department has no available work within the employees' restrictions, the employee will be placed in a job within his limitations within the Medical Center. Once the restrictions are not required or the employees

- limitations are such that he can return to his department, the supervisor will be so informed in writing by the Employee Health Physician or his designee.
6. It will be the determination of the V.P. for Human Resources, as to the availability of light duty work, and the employee assigned as administratively indicated.
 7. Employees who have been off duty on Worker's Compensation for ninety (90) days will be certified to the Medical Center's Personnel Department and will have Worker's Compensation Department Form No. 110 completed.
 8. The Employee Health Physician or his designee, will evaluate the employee for fitness of duty before the employee returns to work. Those employees who need examination will be examined for possible change in status.
 9. When an employee has been off duty for six (6) months on Worker's Compensation, that employee will be examined with a view toward physical and vocational rehabilitation as well as to his present employment capability.
 10. Upon completion of the evaluation, either by the hospital physician, by consultants, and/or by the physical and/or mental rehabilitation services as indicated, the Personnel Department will inform the Civil Service Office of the proposal for action concerning the employee's physical and rehabilitation status. This should include his availability and capability of performing any duty with the City. If he is found able to perform some duty for the City, then he will be referred to the Civil Service Commission for possible placement in a position within his physical capabilities.
 11. If it appears that the employee will never be able to return to a gainful occupation in any capacity with the City, the hospital physician will certify this individual for possible consideration for a physical disability retirement. Normal procedures for disability retirement would then be referred to the City Finance Department.
 12. When an employee has been permanently disabled, totally or partially, for his usual occupation, he shall be informed that no consideration will be given to

supplemental pay after this date. Notification will be handled by the Personnel Office.

13. In the event an employee's physician and the Medical Center Physician do not concur on the employee's condition, the Medical Center and the Union will select a third physician for consultation to settle the dispute.

ARTICLE XIX. JURY DUTY, COURT TIME

A. 1. Medical Technologists who are called for jury duty shall notify their immediate supervisor immediately upon receiving notice of such call.

2. If a Technologist serves on jury duty during days when he or she would normally be scheduled to work, the Medical Center will provide a jury duty supplement to make up the difference between the jury duty earnings and normal weekly earnings upon presentation to the Personnel Office of a written statement of jury duty earnings from the proper court official.

B. Court Time - If a Technologist is called as a witness in a judicial proceeding for reasons arising out of Medical Center employment, the Technologist shall:

1. Receive leave with pay for such attendance if it arises during a period when the Technologist is Scheduled for work, or
2. Be paid at one and one-half (1½) times the normal rate of pay for such court time when it occurs during hours when the Technologist is not scheduled to work.
3. Any subpoena fees paid by the court to the employee shall be turned in to the Hospital Payroll office before the above payments will be made.

C. The Medical Center shall reimburse Technologists for actual and necessary parking lot fees, local transportation fees, and such expenses subject to the conditions listed below, incurred as a direct result of being required to appear in court in relation to the performance of professional duties. In the event that the employee is otherwise reimbursed for these expenses, the Medical Center will be relieved of liability for these expenses. Claims

for reimbursement of such charges shall be supported by receipts, ticket stubs, or other evidence of payment.

ARTICLE XX. INSURANCE PROGRAM

A. Hospital Medical & Surgical Insurance - The Medical Center will provide without charge to each Technologist and his/her family, Blue Cross/Blue Shield Hospital Medical and Surgical Insurance coverage as provided in the Comprehensive Group Hospital Preferred Benefits (MVF1) including Master Medical Coverage, Option 4, for full family ward coverage with a \$2.00 co-pay prescription rider. The Blue Cross option must be exercised within thirty (30) days of an employee's date of hire or during the enrollment period of April to May. Changes such as marriage, death, birth, divorce, etc., should be reported to the Personnel Office within thirty (30) days of the effective date of change.

For all employees, current and newly hired: Effective September 1, 1991, current employees who have elected Blue Cross as their health insurance and new employees who select Blue Cross as their health insurance shall receive the Blue Cross PPO (Preferred Provider Organization) instead of the traditional Blue Cross plan.

The employee shall have the choice of the existing health and medical insurance program offered by the Medical Center to the bargaining unit employees, in the event the GLS area becomes serviced by a group medical practice plan (or individual practice association). The Medical Center will make arrangements to provide annually the opportunity for its bargaining unit employees to choose to enroll for health coverage through the carrier providing such coverage subject to the availability and enrollment requirements of such optional plan.

B. Discount Policy

1. Medical Technologists who do not elect Blue Cross/Blue Shield coverage, shall receive the Medical Center discount policy. The Medical Center will provide a discount on Medical Center in-patient charges for the employee, the employee's spouse and dependent minor children and any other dependent person living in the employee's household, in an amount which is or would be equal to any in-patient charges not covered

by Blue Cross/Blue Shield coverage described above. The hospital will provide a similar discount for out-patient services, which will be limited to not more than fifty (50) percent of the total charge.

2. Employees requesting a discount for out-patient service, other than emergency service, should obtain a Discount Certificate from the Personnel Office prior to such service. It shall be the responsibility of the Personnel Office to check the Admission Sheet (including In and Out-Patients) daily to determine services given to employees. From the Admission Sheet the Personnel Office will complete discount slips and forward them to the Cashier's Office (or the out-patient clerk). It will be the responsibility of the employee involved to notify the Personnel Office when a member of their immediate family has received Medical Center service.

C. Life Insurance

1. The Medical Center shall provide to each Medical Technologist, without charge, life insurance and dismemberment coverage in the amount of fifty (\$50,000) thousand dollars with double indemnity coverage in the event of accidental death and thirty-five (\$35,000) for 100 hour part-time employees.

2. The City will make available to the employee the opportunity to secure additional life insurance in an amount up to an additional six thousand (\$6,000) dollars at the employee's own expense and will make payroll deduction for payment of these premiums upon the employee's authorization.

D. Liability Coverage - The Medical Center shall provide liability coverage for all Technologists working in the Hospital who may be subject to liability claims for incidents arising out of their Medical Center employment. The Medical Center will provide the Organization with a description of this coverage and the limitations of it in writing. Medical Technologists are encouraged to carry additional personal liability insurance.

E. Retirement Program - Medical Technologists, who average eighty (80) hours per month shall be participants in the Retirement Program of the City of Flint as established by the City Charter and Ordinances as amended.

No Medical Technologist who works less than eighty (80) hours per month shall be required to participate in the Retirement Program. It shall be the responsibility of such an employee to report to the Personnel Office whenever a change to more than eighty (80) hours is made.

All employees who qualify for membership shall have their pensions determined in accordance with the modified contributory plan as set forth herein. Employees hired after January 1, 1987, shall have an option, exercisable within thirty (30) days, to elect to participate in the Hurley alternative pension plan or the modified program. A detailed description of both plans shall be made available to employee/members.

Management may implement an optional defined contribution pension program for new employees hired after 1/1/99. Employees who choose this program will not be allowed to participate in either of the current City of Flint Retirement Programs, i.e., (Contributory or Non-Contributory.) For the new defined contribution program, the Medical Center will contribute 4.5%. Vesting will be in five years and employee contributions will be determined by the parties considering applicable laws. The remainder of the program to be developed by the parties including the possibility of other members opting into the new system.

1. Current Program Modification - Contributory

<u>Multiplier</u>	<u>Service Years</u>
2.0%	1st through 15th
2.2%	16th through 25th
1.0%	Beyond 25th

Employee Contribution to 7.0%

Best 3 out of 5 years for FAC

All other provisions as in Current System

Pop-up Option for employees in Contributory plan, funded via reduction in employees pension.

2. Alternative Pension Proposal Effective 1/1/87

Under City of Flint Retirement System Administration

No Employee Contributions

Employee Contributions Returned

4% Interest on Withdrawn Funds

1.5% Multiplier for All Years of Service

Ten Year Vesting

Age 60 for Full Retirement

Actuarially Reduced Pension for Early Retirement at Age 55

Actuarially Reduced Pension for Disability at Any Age with Ten Years of Service

Switching by 12/31/87 for those Choosing to Switch

New Employees may Take Alternative System

75 points for Health Care

Pop-Up Option

All Other Provisions as in Current System

Members of the contributory pension system who retire may select the pop-up option funded by a reduction in the retiree's monthly pension.

3. Eligible (future) retirees, i.e., who have retired subsequent to January 1, 1997, may choose Blue Cross Traditional, Blue Cross PPO, or M-Care hospitalization coverage.
4. Hospitalization insurance (BCBS) for eligible retirees who retire on or after January 1, 1998, established at \$310.00/\$200.00, effective January 1, 1998.

Military and Government Buy Back - Employees may purchase, at their own expense, military and/or prior governmental service time for retirement purposes only anytime prior to retirement. The method of calculating the cost of such purchases shall be determined by the City of Flint Retirement Office. The total number of years of military or prior governmental service available for purchase shall be controlled by the City of Flint Retirement Office.

F. Sick and Accident - The Medical Center agrees to make payroll deductions, as authorized by the Organization for Sick and Accident Insurance. This insurance program will be administered solely by the Organization.

As of July 1, 1979, a long term disability - 60% of base 90 day elimination period to age 65, will be provided by Hurley Medical Center.

G. The Medical Center agrees to make payroll deductions as authorized by the Organization, for deferred compensation.

H. Unemployment Compensation coverage shall be provided for each Technologist in accordance with the City of Flint Ordinance #1949.

I. Dental Insurance - Full time and part time working 80 hours per four (4) week schedule, upon completion of six (6) months (or 1040) of service shall be eligible for dental insurance coverage provided by Hurley Medical Center as follows: (effective 7/1/78 (part-time 7/1/87) 50/50 Co-Pay for:

Class I Benefits. Basic Dental service

Class II Benefits. Prosthodontics dental services

Class III Benefits. Orthodontic dental services

Yearly maximums on the basic (50/50) for Class I and II established at \$1000.00 a year. The Lifetime maximum for Class III benefits is raised to \$1000.00, effective January 1, 1997. Effective July 1, 1999, both maximums are increased to \$1250.00.

Upgraded Dental Plan - The parties acknowledge and agree that the following provisions will control the enrollment of Medical Technologists into an upgraded dental plan:

1. Employees currently paying for the Dental Insurance upgrade (90% - 100% Class I - Basic; 50% - prosthodontics; 50% orthodontics; maximum Class I & II - \$1250.00 per year; maximum Class III -\$1250.00 lifetime). Employees opting for this coverage will be responsible for paying the difference between the "upgraded" dental program and the "regular" dental program - (at current costs). Those who wish to drop out

of the plan may do so within 30 days of August 1, each respective year. Those opting out may not rejoin until a new contract is negotiated.

2. Newly hired employees selecting to enroll in the upgraded dental program will be allowed to purchase the program by having the appropriate current cost deducted from their wage rate. The current cost will be calculated based upon the projected premium cost supplied by the insurance carrier as requested by the parties during contract negotiations for each subsequent contract period.

J. Vision Insurance Plan - Full time and Part-time Medical Technologists working 80 hours per four (4) week schedule, upon completion of six (6) months or 1040 hours, shall be eligible for vision coverage provided by Hurley Medical, with the following limitations on the frequency with which charges for certain services and materials will be considered covered expenses: Reasonable and customary charges for examinations, lenses and contact lenses (\$300 maximum) and frames. Frames adequate to hold lenses will be increased from \$50.00 to \$100.00 every two (2) years, effective July 1, 1999. Once during any period of twelve (12) consecutive months for children under age eighteen (18); once during any period of twenty-four (24) consecutive months for adults (18 & over). Also, up to age 19 and solely dependent upon employee (parent) for support. The limitation on lenses, contact lenses and frames apply whether or not they are a replacement or lost, stolen, or broken lenses, contact lenses, or frames.

Forms are available at the Personnel Office, Insurance Section.

ARTICLE XXI. EVALUATIONS, PROMOTIONS, AND SENIORITY

A. Written evaluations of the work performance of Medical Technologists shall be completed by Laboratory supervisors in accordance with schedules established by the Medical Center. No evaluation shall be used to delay any increase in pay due the employee because of accrued longevity as provided in the compensation schedule. Technologists shall acknowledge such evaluation by signature; however, such signature will imply neither agreement nor disagreement with the evaluation. A copy of such evaluations shall be given to the Technologist at the time the evaluations are made. If the Technologist is in

disagreement with the evaluation, a complaint may be filed through the grievance procedure.

Appraisals for PT3 employees during probation will be 3, 6, and 9 months, respectively, regardless of hours worked. Appraisals for PT2 employees during probation will be at 4, 8, and 12 months, respectively, regardless of hours worked. Probationary period for each status changed to nine (9) and twelve (12) months, respectively.

B. Medical Technologists on staff who meet the minimum qualifications for promotion shall be given every possible consideration for promotion. Such qualification will include education, training, and experience. Complete current seniority lists will be submitted to the Organization Chairman annually and the Medical Center will provide information relative to changes on a bi-weekly basis.

C. In order to implement the above promotion policy, a notice of promotional opportunity will be submitted to the Chairman of the Organization in advance of posting. The notice of promotional vacancy will be posted not less than ten (10) consecutive days prior to any such promotional vacancy being filled. Such posting will include the promotional vacancy and the necessary qualifications. Any qualified Medical Technologist on staff may apply for the promotion.

D. The Medical Center will promote that Senior or Medical Technologist whose combined promotional score (which includes examination scores and credit for the Technologist's total service at the Hospital) ranks highest among those employees who have applied for the vacancy. The promoted employee will be granted a trial period of no more than six (6) months during which time the Medical Center will assist in the development of necessary leadership skills. (see current employment policies).

E. No promotional vacancy within the bargaining unit will be filled by personnel from outside the Medical Center unless no qualified Medical Technologist employed by the Medical Center has made application.

F. When a promotional vacancy occurs such vacancy shall be temporarily filled by the Medical Center from within the Medical Technologists Organization pending completion of the above promotional procedures. The Medical Technologist who fills such

vacancy shall be paid the rate of the higher classification during the period of such temporary appointment.

G. **New Classifications** - The Assistant Director for Human Resources will notify the Labor organization in writing for newly created classifications known to be eligible for membership in the bargaining group. The labor organization may review and discuss the allocation of the classification with the Medical Center. If the labor organization and the Medical Center are unable to agree upon the inclusion of new classification into the bargaining unit, the labor organization may avail itself of the grievance procedure or the procedures afforded by the Employment Relations Commission.

H. **Seniority**

1. **Full-time Employees:**

a. A separate seniority list will be maintained for certified, full-time employees who have attained permanent status.

b. Seniority shall be defined as continuous length of service in the Department as a Medical Technologist. Continuous service shall mean employment at the Medical Center without interruption or break. The following shall not be considered as breaks in employment; however, during listed absences, seniority will be retained but not accrued:

1. Leave of absence without pay, which extends for two (2) weeks or more;
2. Layoff not to exceed two (2) years;
3. Upheld suspensions;
4. Non-duty disability retirement as provided in Ordinance 1860, City of Flint, as amended;
5. Any unauthorized absence of fourteen (14) consecutive days or longer which does not result in the employees separation from service.

c. The following shall not be considered as breaks in employment. Benefits and seniority shall continue to accrue during such periods of absence. Such additional benefits and seniority accrual will be accredited only when the employee returns to duty.

1. Periods covered by Worker's Compensation, or duty disability retirement;
2. Any military leave as provided for in Article XVII, paragraph F-1 of the agreement.

d. The following shall not be considered as breaks in employment. Benefits will be retained but not accrued, and seniority shall continue to accrue during such periods of absence. Such additional seniority accrual will be credited only when the employee returns to duty:

1. Any approved educational leave as provided for in Article XVII G of this Agreement not to exceed one (1) year.
2. Any leave for Organizational business as provided in Article XVII H of this Agreement.
3. Military leave and returning servicemen as provided in Article XVII F, Paragraph 2, of this Agreement.

e. A full-time employee who transfers to a part-time status, will be credited with 2,080 hours for each year of employment, with 173 hours for each additional month of employment and with eight (8) hours for each additional day of employment and will be placed accordingly on the part-time seniority list in the department. Full-time employees who are transferred to a part-time status because of a reduction in the work force, shall continue to accrue seniority as though they were still full-time.

f. Upon completion of six (6) months of full-time continuous employment, a seniority date will be established for a part-time employee who transfers to a full-time status. The employee will be credited for one (1) year of service for each 2,080 accumulated hours, for one (1) month for each additional 173 accumulated hours and for one (1) day for each eight (8) accumulated hours. He will be placed accordingly on the full-time seniority list in the department.

2. Part-Time Employees

a. A separate seniority list will be maintained for certified, part-time employees who attain permanent status upon completion of 1,040 hours, or one (1) year, whichever comes first.

b. Seniority shall accrue in the department for part-time employees for continuous employment with the hospital from the date of hire, in accordance with the total number of hours worked. Continuous employment shall be defined in paragraph 1, b and c above.

c. An employee who is demoted will be granted seniority in the lower classification in accordance with his total accrued seniority (with the Medical Center) as defined above.

d. Part-time employees shall be offered full-time vacant positions within their classification, prior to hiring any new employee. Such vacant position will be offered based upon seniority of the part-time employee. If an employee refuses to accept a vacant full-time position, that employee will not be offered any future full-time vacancy for a period of 18 months; thereafter they will be placed on the list in accordance with their seniority.

3. A full-time employee with one (1) or more years of seniority who must work a reduced schedule because of a temporary non-duty validated disability will retain all full-time benefits (including longevity and seniority accrual) for a maximum of one (1) year but only on a pro-rata basis when such is appropriate.

4. Employees shall lose all accrued seniority for any of the following reasons:

a. Discharge

b. Termination, including:

1. Failure to return to work within a calendar week when recalled from layoff:

2. Failure to return to work within three (3) days of expiration of an approved leave of absence, three (3) months in the case of a

military leave, unless an extension of the leave has been authorized.

- c. Retirement:
- d. Layoff for more than two (2) years.

1. Lay-Off Procedure

1. An employee may be laid-off by the Medical Center when there is a lack of work or funds or when there is any legitimate reason. The appointing authority shall have the responsibility and authority to determine in which classifications and department layoffs will be made.

2. Layoffs within the department shall be made in reverse order of total accrued seniority. Recalls shall be made in order of total accrued seniority. Recalls shall be made in order of total accrued seniority. Names of employees who are laid-off shall be placed on a re-call list for the department. Names shall remain on the appropriate list for two (2) years from the effective date of the lay-off. No new employees may be hired in the department if a re-call list exists for the department. Employees on layoff from one department will be referred for vacancies for which they possess basic requirements in other departments. Such employees will be given a reasonable period of time, usually six (6) months for on-the- job training and development of specific skills and/or knowledge. If three (3) or more such employees are available for referral, no new applicant shall be employed from outside the Medical Center.

3. If an employee is to be laid-off from a higher classification within the department, and if that employee had prior seniority within the department, that employee will be demoted and the employee with the least seniority in the lower classification shall be laid off first. If demotions are made necessary by a cut back, demotions shall be made in reverse order of seniority in the higher classification.

4. Layoffs within classification and department will be made in the following order:

- a. Temporary or emergency employees
- b. Provisional employees

- c. Seasonal employees
- d. Part-time employees
- e. Full-time employees

5. Written notice of a lay-off shall be presented to the employee and a copy of the notice will be given to the organization.

6. The chairman of this Organization will be the last to be laid off as long as work exists in the classified area regardless of total seniority.

7. The Vice-Chairman of this Organization will be the next to last to be laid-off as long as work exists in the classified area, regardless of total seniority.

ARTICLE XXII. EDUCATIONAL COURSES

A. If a full-time Medical Technologist who desires to enroll in one (1) or more courses at an accredited educational institution in the field of Medical Technology, or in courses which the Organization and the Medical Center Administration agree would aid the Technologist in the practice and performance of services at the Medical Center and will contribute to professional growth, may submit in advance of commencing such course or courses, a letter of application to the Director of the Laboratory for reimbursement of the cost of tuition, books and supplies.

B. The letter of application shall list the course or courses to be taken by title and course number along with a short description of the course content and the name of the educational course content and the name of the educational institution, and the cost thereof.

C. Upon proof of satisfactory completion of the course or courses and of the amount expended for tuition, the Full-time Technologists shall be reimbursed for such expenses up to \$1,600.00 over a two year period; provided, however, that the Technologist agrees in writing to remain a full-time employee for a period of six (6) months following completion of the course, and likewise agrees that if such employee leaves the Medical Center's employment before the six (6) month period the employee will repay the education course reimbursement to the extent of one-sixth (1/6th) of such sum for each month the employee is short of meeting the six (6) month requirement. Part-time 100 hour employees

shall be entitled to utilize \$450.00 per year in accordance with the above mentioned stipulations/restrictions.

ARTICLE XXIII. PROFESSIONAL MEETINGS

A. The Medical Center will encourage attendance by Medical Technologists at professional meetings sponsored or co-sponsored by professional associations or institutions, when in the opinion of the Organization and the Medical Center, attendance is likely to increase the competency of a Technologist in a professional capacity and, hence, benefit the Medical Center.

B. The Organization shall participate in the selection of those employees who are to attend professional meetings. Medical Technologists desiring to attend professional meetings shall submit requests to the Director of the Laboratory. If the meeting is being held outside the State of Michigan, requests must be submitted to the Medical Center Director no later than the 8th day of the month preceding the month in which the meeting is to be held. The Medical Center Director retains the final approving authority for all requests.

C. Medical Technologists may be given time off, without loss of pay, to attend such professional meetings, and within the limitations of the Medical Center's funds for employee attendance at the professional meetings, may also be reimbursed for reasonable and necessary expenses incurred in such attendance.

ARTICLE XXIV. SAVINGS CLAUSE

Should any provision of this Agreement be determined to be in conflict with the Constitution of the United States, or the State of Michigan, or the laws of the United States or the State of Michigan, that provision shall be null and void and the remaining provisions shall remain in full force and effect.

ARTICLE XXV. MAINTENANCE OF BENEFITS

Except for specific provisions made elsewhere in this Agreement, all privileges and benefits will be maintained during the term of this Agreement at not less than the current minimum standard in effect.

ARTICLE XXVI. TERMINATION OF EMPLOYMENT

A. At least two (2) weeks written notice of termination of employment shall be given to the Medical Center by a Medical Technologist.

B. At least two (2) weeks written notice of termination of employment by the Medical Center shall be given to the Medical Technologist, except in instances involving activities warranting discharge.

ARTICLE XXVII. WITHHOLDING OF PROFESSIONAL SERVICES

A. It is recognized that the needs for services to patients are of paramount importance and that there should be no interference with such service.

B. Adequate procedures provide for the equitable settlement of grievances arising under this Agreement. The Organization, and the members of the bargaining unit under this Agreement, will not engage in or encourage any strike, sit-down, stay-in, slow-down or other similar action which would interfere with service and welfare of the patients.

C. The Employer shall have the right to discipline or discharge any employee participating in such interferences, and the Organization agrees not to oppose such action. It is understood, however, that the Organization shall have recourse to the grievance procedure as to matter of fact in the alleged actions of such employees.

D. The Employer will not lock out any employees during the term of this Agreement.

E. This Article will be binding on both parties during any extension of the Agreement.

ARTICLE XXVIII. OTHER PROVISIONS

A. Employees should report any change of home address or telephone number to the Personnel Office so that records may be corrected accordingly. Changes in the status of dependents on the withholding exemption certificate should also be reported.

B. The Medical Center agrees to furnish and maintain suitable bulletin boards in mutually agreeable places to be used by the Organization. All notices shall be delivered by the Organization to the Labor Relations Office of the Medical Center. The Labor Relations Office will stamp the notices to authorize their subsequent posting. The Medical Center will not in any way censor or edit notices presented by the Organization. However, the Organization will not post anything that is detrimental or derogatory to the Medical Center, and such material will be signed by the Chairman of the Organization.

C. All employees will be issued an identification badge with the employee's picture, name, classification and department. Said badge shall be produced (or reproduced) and worn and utilized in accordance with the appropriate standard practice. Additionally, when operational the automatic time and attendance system will be utilized to record work time.

D. Medical Technologists shall not be required to use their personal automobile for assigned Medical Center duties.

E. The Organization may use available rooms at the facility during off duty hours for Organization meetings, with the prior consent of the Medical Center.

F. The Medical Center shall supply to each Medical Technologist in the Organization a copy of this Agreement.

G. All employees shall be entitled to membership in and benefits of the City of Flint Retirement System as provided in Ordinance No. 1860 as amended through March 9, 1987. However, temporary employees will be excluded from participating in the City of Flint Retirement System.

H. A safety program shall be maintained with the participation of Medical Technologists. The Safety Advisory Committee's purpose is to provide a forum for the identification and analysis of safety problems, and to recommend and help implement

solutions to such problems. The Chairman, or a designate, will be a member of the committee.

I. It is the Medical Center's intent to maintain its current available employee parking spaces on a first come, first serve basis, without charge to the employee. It is also the intent of the Medical Center to plow and salt the areas as necessary, both in the interest of the employee's convenience and the employee's safety.

ARTICLE XXIX. TERM OF AGREEMENT

This Agreement shall be in effect and become operative on July 1, 1998 and shall continue in operation and effect until June 30, 2001. Negotiations on economic issues only will begin sixty (60) days prior to the end of the first (1st) year of the contract. Negotiations will also begin sixty (60) days prior to the end of the second (2nd) year of the contract. If either party hereto desires to terminate, modify, or amend this agreement, other than the economic re-opener provided for above, it shall, at least ninety (90) days prior to June 30, 2001, give notice in writing to the Employer or to the Organization as the case may be of its intention to modify or terminate this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date. If neither party shall give notice to terminate, change or modify this Agreement as provided, the Agreement will continue in operation and effect subject to termination or modification, thereafter by either party upon sixty (60) days written notice.

EMPLOYEE HEALTH VISIT

POLICY: It shall be the policy of Hurley Medical Center to provide medical services to all employees who become ill or injured while on duty.

PROCEDURE: ON THE JOB ILLNESS

- I. Employees who become ill on duty will have their supervisors sign a "Request for Health Service Treatment," Form 1012. The employee will present this form to the Employee Health Service.

2. Employee Health Service will determine, after conferring with the employee, whether the employee should be seen in the Emergency Room, sent to their own physician, released or returned to duty.
3. During those times when the Employee Health Service is closed, employees may be directed to the Emergency Room where similar decisions, as outlined above, will be made. Employees may waive treatment in the Emergency Room in order to be seen by their own physician. "Record Only" and a brief explanatory statement will be written on the employee's Emergency Room Chart accompanied by the statement of the Emergency Room Charge Nurse. In such instances, there will be no charges to the employee.
4. Emergency treatment for an employee who becomes ill while on duty may be provided by the Hospital, however, charges will be made in accordance with third party payee guidelines. Charges which would have been covered in the case of an eligible but non-participating employee will be covered as 100% discount, if no other coverage is available. In cases where illness is job related, the employee will not be charged by the Emergency Room Corporation for services.

JOB RELATED INJURIES OR ILLNESS:

1. Employees who become injured or ill as a result of their job performance will have their supervisor complete and sign a "Report of Unusual Incidents," Form 32360. (2 copies attached). The employee will present this form to the Employee Health Service.
2. Employee Health Service will provide appropriate treatment and disposition of the injured employee.
3. During those times when the Employee Health Service is closed, or in case of serious injury, the employee shall be sent immediately to the Emergency Room. The Emergency Room physician shall make appropriate disposition of the care of the employee.

4. Follow-up care for job related injuries or conditions will be provided by the hospital. Employees will be directed to the Employee Health Service for all necessary follow-up.
5. The final disposition in job injuries will be forwarded to the employee's supervisor by the department making the disposition; either the Health Service or the Emergency Room.
6. Employees who request treatment for job related injuries or illness should have a signed and completed "Report of Unusual Incident" form in their possession. Their Emergency Room record will then be stamped "ON DUTY EMPLOYEE." and the employee will not be charged by the Emergency Room Corporation for services rendered.
7. In cases of serious injury, the required paper work may be completed and taken to the Employee Health Service and Emergency Room after the employee has been sent for treatment.

OFF THE JOB ILLNESS AND/OR INJURY

Any employee who becomes ill or injured prior to reporting for work will assume all financial responsibilities for medical services, unless such injury is determined to be compensation originated.

FAMILY AND MEDICAL LEAVE

I. PURPOSE:

To define the policy and procedure of Hurley Medical Center with regards to family leave to the extent, and as required by the Family and Medical Leave Act of 1993.

II. Eligibility Defined:

Employees who have worked for Hurley Medical Center for at least twelve (12) months and at least 1,250 hours during the prior twelve (12) months may take up to twelve (12) weeks, eight-four (84) calendar days, of unpaid leave for the following reasons:

- A. Birth of a child of the employee;
- B. Placement of a child into the employee's family by adoption or by a foster care arrangement;
- C. In order to care for the employee's spouse, child or parent who has a serious health condition; or
- D. A serious health condition which renders the employee unable to perform the functions of the employee's position.

III. Possible Exceptions:

- A. Birth or Placement of a Child - In the case of unpaid leave for the birth or placement of a child, intermittent leave or working a reduced number of hours is not permitted unless both employee and employer agree. If both spouses are employed by the Medical Center, each spouse is entitled to twelve (12) weeks.
- B. Serious Health Conditions - In the case of unpaid leave for serious health conditions, the leave may be taken intermittently or on a reduced hours basis only if such leave is medically necessary. If intermittent or reduced hours leave is required, the Medical Center may, in sole discretion, temporarily transfer the employee to another job with equivalent pay and benefits that better accommodates that type of leave.

IV. Insurance Benefits:

During family leaves of absence, the Medical Center will continue to pay its portion of the health, dental and vision insurance premiums for eligible employees and, if applicable, the employee must continue to pay his/her share of the premium. Failure of the employee to pay his/her share of the health insurance premium may result in loss of coverage. If the employee does not return to work after the expiration of the leave,

the employee will be required to reimburse the Medical Center for payment of health insurance premiums during the family leave, unless the employee does not return because of the presence of a serious health condition which prevents the employee from performing his/her job or circumstances beyond the control of the employee.

V. Accrual of Employment Benefits:

During leave, the employee shall not accrue employment benefits, such as vacation pay, sick pay, personal days, pension, etc. Employment benefits accrued by the employee up to the date on which the family leave of absence begins will not be lost.

VI. Use of Available Vacation Time Required:

Employees are required to use their available vacation days during the twelve (12) week family leave. Additionally, available sick days shall be used when family leave is taken because of the employee's serious health condition(s). NOTE: That portion of the family leave of absence which is vacation, personal and/or sick days will be with pay according to the Medical Center's policies and pertinent union contracts regarding vacation, personal and sick days.

SETTLEMENT AGREEMENT
OCTOBER 16, 1979

1. Effective on the implementation date of the first 7/1/79 settlements the employee contribution rate will be reduced to 7.5%

All people with 170 accumulated sick days as of 10-16-79, shall be allowed to use all accumulated days for the calculation of their F.A.C. under the current formula. Upon retirement all employees with less than 170 accumulated sick days, will be paid for all accumulated days upon retirement at their last effective rate of pay.

The retirement benefit level will be: "Voluntary retirement after 25 years of service or at age 55 with 10 years of service. The factor will be a 2.0% multiplier for the first 25 years of service, and 1% for each year of service thereafter."

Bargaining units which wish to take advantage of this option must do so by 7/1/80, or the matter becomes subject to negotiations with the individual bargaining unit.

2. If there is an increase of 1.0% in the Blue Cross Pension limitation effective on the hospital by 7/1/80, the employee contribution will be reduced to 7.0% on 7/1/80; and will be further reduced to 6.5% on 1/1/81.

If there is an increase of more than 1.0% in the Blue Cross pension limitation effective on the hospital by 7/1/89, the employee contribution rate will be reduced to 6.75%; and will be further reduced to 6.25% on 1/1/81.

3. If there is no Blue Cross pension reimbursement increase, the employee contribution will be reduced on the basis of the following schedule:

7/1/80 -	7.0%
7/1/81 -	6.5%

4. The Bargaining units will be charged for the pension modifications on the following basis:
 1. If the bargaining unit's contribution rate would be reduced by an amount greater than the increase in Hurley Medical Center's contribution rate to the retirement system, the unit will be charged against their settlement the increase in Hurley Medical Center's cost.
 2. If the unit's contribution rate is reduced less than the hospital's increase in the contribution rate, the unit will be charged the lesser amount.

3. If the unit has an increase in its contribution, there will be no deduction from unit's settlement.

5. The parties agree that there will be no further negotiations regarding retirement modifications for a period of five (5) years, 6/30/84.

HMCMTO

HURLEY MEDICAL CENTER

LETTER OF UNDERSTANDING PAY SCALE

The above parties hereby recognize that the pay scale agreed upon, effective July 1, 1985, reflects Medical Technologists receiving Senior Medical Technologist pay, beginning at the eleventh year. Medical Technologists who complete the herein mentioned years of service shall then be recognized as Senior Medical Technologists.

The merging of the compensation schedules shall result in employees being required to perform the duties of either/both classifications. Such shall be reflected in the combining of the respective job descriptions, which shall be performed by the Personnel department pursuant to its established policies/procedures.

Retired Benefits

The parties have reached an understanding that if any bargaining unit, contract period(s) for the same year or beyond receive retirement benefits, that the Medical Technologists Organization will have the right to re-enter negotiations in an attempt to receive said (same) benefits. However, the parties agree that such benefits shall be paid for in the same manner as paid for by the bargaining unit receiving such.

LETTER OF UNDERSTANDING COMPENSATORY TIME

The Medical Technologists/Senior Medical Technologists shall be allowed to receive compensatory time off in lieu of overtime pay at the rate of one and one half hours for each hour of authorized overtime worked. The conditions of this agreement are as follows:

1. The Medical Technologists and Senior Technologists may opt to be credited with overtime for pay or compensatory time off, in either case such must be approved prior to the employee's working the additional time.

2. The maximum amount of compensatory time off (overtime hours) which may be accrued is one hundred twenty (120) hours. That is eighty (80) hours of actual work time.

3. A Medical Technologists and Senior Technologist who has accrued the maximum number of compensatory hours shall be paid overtime compensation in cash for any additional overtime hours.

4. Compensatory time off shall be scheduled through mutual agreement between the Medical Technologists/Senior Medical Technologist and his/her appropriate supervisor, prior to his/her taking the day(s) off.

5. Compensatory time shall not be counted as hours worked in the week in which it is given/paid.

6. In order to facilitate the compilation of accrued overtime hours, employees shall be required record their time worked, i.e., time in and time out on time cards.

7. Upon termination of the Medical Technologist/Senior Technologist employment status with the Medical Center or of the Letter of Understanding relative to compensatory time, the Medical Technologist/Senior Technologists shall be paid for accrued compensatory time at the employees then current rate of pay. Cashing in of accrued compensatory time will otherwise not be permitted unless legally required. Current active employees shall not be permitted to cash in accrued compensatory time unless the Medical Center is legally required to do so.

8. This understanding shall be in effect during the life of the Contract. This trial period shall commence upon the date of ratification of the contract by the Hurley Medical Center Medical Technologists Organization and the Medical Center. The provisions of this agreement may be canceled by an advance (thirty (30) days) written notice from either party.

**LETTER OF UNDERSTANDING
VACATION DAYS**

The above parties in the spirit of cooperation agree with the following as it relates to the use of vacation days over weekends scheduled to work. The agreement is as follows:

1. Up to two vacation days per fiscal year may be requested and utilized to cover scheduled weekend days missed due to attendance of a continuing education/laboratory related seminar as approved by the Medical Center.

2. The Medical Center reserves its right to grant or deny requests for use of vacation time as outlined in the contract between the parties.

3. This understanding remains in full force and effect during the terms of the contract between the parties.

SETTLEMENT AGREEMENT
JULY 8, 1983

1. Wages:

9/1/83	\$.80 for non-seniors with more than 8320 hours of service.
9/1/83	\$.55 for seniors and non-seniors with less than 8320 hours of service.
1/1/84	\$.20 for non-seniors with more than 8320 hours of service.
9/1/84	\$.80 for non-seniors with more than 8320 hours of service.
9/1/84	\$.55 for seniors and non-seniors with less than 8320 hours of service.
1/1/85	\$.20 for non-seniors with more than 8320 hours of service.

NOTE: The above hours of service are as defined in the pay scale of the 1982 agreement.

2. Increase Life Insurance from \$15,000 to \$20,000.
3. Allow bargaining unit employees to purchase up-graded Dental at own expense. (Optional at a cost of 8.5 cents/hr.).
4. Increase Educational Reimbursement to \$400.00.
5. Buy back of Military Time per State Statute as with the City of Flint employees.
6. Include all other tentative agreements (parking, full-time vacancies, shift definitions).
7. Hospitalization Insurance for employees retiring after July 15, 1983 subject to:
 - A. Eligibility - 25 years of service and age 50 at time of retirement; or any combination of service and age equaling 75 at time of retirement, as long as the minimum full retirement criteria are met. Medical disability retirements and all other retirements are excluded.

Employees who meet the above requirements and who are reemployed by an employer who provides Blue Cross coverage or other comparable coverage, will not be entitled to the benefit until such time as they are no longer covered.
 - B. Benefit level - equal to the benefit level last held as an active employee. Additional benefits will be at the employee's expense.

C. Payment level - Hurley Medical Center will provide single coverage up to \$150 per month to age 65. If additional dependent coverage is required, the Medical Center will only provide coverage up to the above \$150 per month to age 65. At 65 and over, Hurley Medical Center will pay the complementary (Blue Cross/Blue Shield Rider) portion to medicare not to exceed \$100 per month. The retiree will be responsible for the different between Hurley Medical Center's payment and the premium charge, if any.

8. Contract to expire 6/30/85.

HMCMTO

/s/ John Cowan, MT (ASCP)
/s/ Richard W. Kangas, MT (ASCP)
/s/ Rolando Cabasaan, MT (ASCP)
/s/ Hiram S. Grossman, Atty.

HURLEY MEDICAL CENTER

/s/ Booker Brown
/s/ Charley McClendon

**SETTLEMENT AGREEMENT
JUNE 28, 1985**

1. Effective 7/1/85, the following pay scale will apply to all Medical Technologists/Senior Medical Technologists:

1st 6 mos	\$11.900
2nd 6 mos	\$12.143
2nd yr	\$12.486
3rd yr	\$12.770
4th yr	\$13.061
5th yr	\$14.245
11-15 yr	\$14.959
16-20 yr	\$15.216
21 yr	\$15.420

Effective 7/1/85: All Senior Medical Technologists shall receive a one time lump sum payment of \$1,100.00 which shall not be factored into the base hourly pay rate, but be computed as wages earned and be subject to all applicable taxes. Said payment will be issued in the form of a separate check after the first full pay period of the above effective date.

2. Effective 7/1/86 all Medical Technologists/Senior Medical Technologists will receive \$0.45 an hour increase.

Effective 1/1/87 all Medical Technologists/Senior Medical Technologists will receive \$0.15 an hour increase.

Both parties agree to recommend approval of all tentatively agreed upon items negotiated to their respective constituents.

HMCMTO

/s/ John W. Cowan, MT (ASCP)
/s/ Rolando Cabasaan, MT (ASCP)
/s/ Thomas Houle, MT (ASCP)

HURLEY MEDICAL CENTER

/s/ Booker Brown
/s/ Charley McClendon
/s/ Jacqueline Ur Cooney

**SETTLEMENT AGREEMENT
JUNE 30, 1987**

1. Wages: 7/1/87 3.0% All Current Med Techs
 6/30/88 Economic Reopener
2. Increase Life Insurance from \$20,000 to \$25,000.
3. Maximums on the basic (50/50) dental insurance shall be increased from \$600 per year Class I and II (basic and prosthodontics) services to \$750. Maximum for Class III (orthodontics) will increase from a lifetime maximum of \$500 to \$650.
4. Employees currently paying for the dental insurance upgrade (90% - 100% Class I - basic; 50% - prosthodontics; 50% orthodontics; maximum Class I & II - \$750 per year; maximum Class III - \$650.00 lifetime) at \$0.085 per hour. may continue to purchase the upgrade at that rate. An open enrollment will be available for Medical Technologists not currently enrolled to participate at the current cost of \$0.085 per hour. New employees shall be entitled to enroll at the current rate.
5. Vision Insurance maximums for frames will be increased from \$18.00 to \$30.00 every two (2) years.
6. Part-time Employees working eighty (80) hours per four (4) week schedule shall be eligible for the basic dental coverage (50/50) and vision insurance.
7. Increase Educational Reimbursement from \$900.00 in a two (2) year period to \$1,200.00 in a two (2) year period.
8. All language modification as tentatively agreed to including changes in elimination of sick leave pay-off, Personal Days, and Emergency Leave section.
9. Contract expiration: 6/30/89

**MEDICAL TECHNOLOGIST
ORGANIZATION**

/s/ John W. Cowan
/s/ Thomas J. Houle

HURLEY MEDICAL CENTER

/s/ Booker Brown
/s/ Charley J. McClendon
/s/ Jacqueline Ur Cooney

SETTLEMENT AGREEMENT
AUGUST 5, 1988

WAGE RE-OPENER SETTLEMENT

1. 2.25% across the board wage increase . . . 7/1/88
2. Personal Days . . . Four chargeable to sick days, two non-chargeable. (page 27 Art XVII A5)
3. Article XVII A. Sick Leave (1) - Restoration of the pay off option reinstated - Payment will be made in 1989 for days earned in fiscal year 1988-89. (paragraph 3 of A1, shall read as follows)

Requests for payment must be submitted to the Personnel Department no later than May 30 of each year. Payment will be by separate check in the Payroll covering the first full pay period in July. Sick days that are not used or paid shall accumulate without limit.

Contract ending 6/30/89

**SETTLEMENT AGREEMENT
OCTOBER 12, 1989**

1. Two Year Contract 7/1/89 to 6/30/91
2. Effective 8/1/89 3% at each step of pay scale
Effective 7/1/90 Economic Re-opener
 - a. Life Insurance - Effective 8/1/89, \$30,000 for full-time, \$7,500 for 100 hour part-time employees.
 - b. Effective 8/1/89 - One non-chargeable personal day for 100 hour part-time employees.
3. Language Changes: Article XIII. Salaries Paycheck Errors
Article XIII E. Salaries and XIIS
Article XXI. Section H, 2d
Article XX. Retirement Pop-Up
Article XX. Upgraded Dental
4. Letters of Understanding: Compensatory Time and Vacations Attached
5. All other previously TA'd items.

MED TECH ORGANIZATION

/s/ John W. Cowan, Chairman
/s/ Rolando Cabasaan, MT (ASCP)
/s/ Thomas J. Houle, MT (ASCP)
/s/ H. Grossman, Attorney

HURLEY MEDICAL CENTER

/s/ Charley McClendon
/s/ Rick Carter

**SETTLEMENT AGREEMENT
JUNE 28, 1990**

1. Effective 8/15/90, 2.5% at each step of the pay scale.
2. Effective 3/15/91, 2.5% at each step of the pay scale.
3. Dental/Vision Coverage for retirees funded by a reduction in the retiree's pension, said coverage shall be the 50% . 50% . 50% . 50% , \$850 plan as provided to RN's. Cost to be determined by the insurance carrier, and made available subsequent to ratification by both parties.
4. Effective upon ratification of contract by both parties, hospitalization for retirees increased to \$225.00 a month.

MEDICAL TECHNOLOGISTS

/s/ John Cowan, HMCMTO
/s/ Rolando S. Cabasaan
/s/ Hiram Grossman

HURLEY MEDICAL CENTER

/s/ Charley McClendon
/s/ Lisa E. Foster

**SETTLEMENT AGREEMENT
AUGUST 15, 1991**

1. Contract Period: 7/1/91 to 8/31/93
2. Effective 9/1/91 6.0% across the board increase (exclusive of beginning rate which shall be increased by .7%)

Effective 9/1/92 5.0% across the board increase
3. Article IX (C) (Step 4), Grievance Procedure - New second sentence, second paragraph, add "In any event the arbitrator must be selected/contacted within sixty (60) days of the notice to arbitrate for the grievance to be deemed valid."
4. Article XX (A), Insurance Program, Hospital, Medical & Surgical Insurance - For All employees current and newly hired:

Effective September 1, 1991, current employees who have elected Blue Cross as their health insurance and new employees who select Blue Cross as their health insurance shall receive the Blue Cross PPO (Preferred Provider Organization) instead of the traditional Blue Cross plan.
5. Article XXI (A), Evaluations, Promotions and Seniority - New second paragraph.

Appraisals for PT3 employees during probation will be 3, 6, and 9 months, respectively, regardless of hours worked. Appraisals for PT2 employees during probation will be at 4, 8, and 12 months, respectively, regardless of hours worked. Probationary period for each status changed to nine (9) and twelve (12) months, respectively.
6. Article XXVIII (H), Other Provisions - However, temporary employees will be excluded from participating in the City of Flint Retirement System.
7. Payroll Periods - The Medical Center may change the payroll period to end on Saturday. Those adversely affected on the day of transition (first Sunday of change) may use any accumulated benefit day to ensure a full check, but the definition of overtime does not change.
8. Article XXVIII (C) and (D), Other Provisions - Delete old language and replaced with:

All employees will be issued an identification badge with the employee's picture, name, classification and department. Said badge shall be produced (or

reproduced) and worn by employees in accordance with the appropriate standard practice.

9. Article XIII (P), Salaries - B/U proposal with the addition of the following:

When the Medical Center develops the appropriate computer capabilities, a regular check will be issued in place of the errored check.

10. Article XV, Vacations - Adopt Management's proposal of August 2, 1991, regarding requests for vacation leave (see attached), in exchange for:

- o Vacation days may be accumulated to a maximum of three (3) years. The formula for maximum accumulation will be modified to reflect such accumulation.
- o Employees with a two (2) year accumulation of vacation days shall have the option of receiving payment for five (5) days, said days shall be paid at the base rate of pay in effect on June 30. Requests for payment must be submitted to the Personnel Department no later than May 30 of each year. Payment will be by separate check in the payroll covering the first full pay period in July.

11. Overtime language as previously proposed and revised.

12. In lieu of the adjustment in the starting wage rate, (for new hires), life insurance for full-time employees increased to \$45,000 and \$15,000 for 100-hour part-time employees.

Additionally, the parties recognize that the savings realized via the conversion to the Blue Cross PPO are being utilized to assist in providing for the 9/1/91 increase.

HMCMTO

/s/ Rolando S. Cabasaan
/s/ John W. Cowan
/s/ Hiram S. Grossman

HURLEY MEDICAL CENTER

/s/ Charley McClendon
/s/ Lisa E. Foster
/s/ Sam Blevins

**SETTLEMENT AGREEMENT
SEPTEMBER 23, 1993**

1. Length of Contract - Eleven (11) month contract effective September 1, 1993 through July 31, 1994.
2. Wages - Effective October 18, 1993:
 - o 1st step to 4th year step - 1.0%
 - o 5th year step - 3.0%
 - o 11th year step to 21st year step and over - 3.5%
3. Effective October 18, 1993, for full time employees, five (5) personal days become chargeable to sick days.
4. Article XIV, Health Program - Change language to that which reflects its current practices (see attached).
5. Family Leave - The parties agree to abide by the Medical Center's standard practice on family leave.
6. Article XV(I), Vacations, Paragraphs 1 and 2 - Change 5 working days to 10 working days.
7. Article XII(B)(6), Employee Definitions

Insert C to read as follows:

All part-time Medical Technologists who are required to regularly work more than 70 hours in a pay period will be placed on full-time status. Regular is defined as six (6) consecutive pays wherein the employee averages 70 regular hours of work.

8. Article XVII(F)(2), Leaves of Absence - Application for active military service leave of absence shall be made to the Medical Center in writing as soon as the Medical Technologist is notified of acceptance in Military Service and shall not be less than two (2) weeks prior to departure unless the departure is unexpected/sudden. A Technologist...decision.
9. Article XX(E), Insurance Program/Retirement

Insert as a new paragraph:

Employees may purchase, at their own expense, military and/or prior governmental service time for retirement purposes only anytime prior to retirement. The method of calculating the cost of such purchases shall be determined by the City of Flint Retirement Office. The total number of years of military or prior governmental service available for purchase shall be controlled by the City of Flint Retirement Office.

10. All other previously tentatively agreed upon items.

HMCMTO

/s/ Rolando Cabasaan
/s/ Jerome Flynn
/s/ Hiram Grossman, Atty.

HURLEY MEDICAL CENTER

/s/ Charley McClendon
/s/ Sam Blevins
/s/ Lisa E. Foster

**CONTRACT AGREEMENT
AUGUST 10, 1994**

The Medical Center and HMCMT0 agree to establish a "vacation task force" which shall convene within thirty (30) days of ratification of the agreement of both parties.

The purpose of the task force shall be the development of recommendations for vacation language. Said language shall be reduced to a letter of understanding, and regarded as a part of the then current contract.

Membership in the task force shall include an employee representative from each shift, a management representative and a union representative.

The final draft shall be submitted to the Director of Labor Relations who shall reduce it to written format for signature.

The parties concur that granting of vacations shall continue as is currently provided in the contract.

In the event the task force is unable to reach a recommended agreement within forty-five (45) calendar days, the granting of vacations shall continue as currently provided in the contract.

HMCMT0

HURLEY MEDICAL CENTER

s/s Jerome T. Flynn

s/s Charley J. McClendon

s/s Pamela White

s/s John Cowan

s/s Hiram S. Grossman

WP:MEDTECH

CONTRACT AGREEMENT
AUGUST 10, 1994

1. One year, eleven month contract, effective August 1, 1994, through June 30, 1996.
2. Across-the-board wage increase effective August 1, 1994, of 3.5%.
3. Across-the-board wage increase effective July 1, 1995, of 3% exclusive of the first year rate which shall be frozen for twelve months.
4. Article XIV - Health Program - See previously proposed language.
5. Article XVIII - Worker's Compensation and Supplemental Pay - See previously proposed language.
6. Hospitalization for future retirees increased from \$225/\$150 to \$300/200.
7. Life Insurance for full-time employees increased to \$50,000 and \$35,000 for 100 hour part-time employees.
8. Hearing aid rider as purchased by other HMC union(s).
9. Dental insurance upgrade as proposed by the union to be provided to members opting for said coverage, with the cost of the coverage paid by the individual employee.
10. Optical increase i.e. from \$30 to \$50 for frames and contact lenses increased to \$300. Eligibility remains the same.
11. Effective January 1, 1995, and subject to final approval by the Federal Government, employee pension contributions will be paid in pre-tax dollars.
12. The Medical Center will pursue the necessary approvals (IRS Section 125) to offer to buy back Healthcare Insurance from employees who do not choose to enroll in a hospitalization program offered by the Medical Center. Employees will receive \$45.00 per pay period taxable income in exchange for choosing no healthcare coverage. Employees who receive such payment will not be eligible for the hospital discount program. Changes in healthcare coverage (such as re-enrollments) will be allowed based on changes in family status (such as marriage, death, birth, divorce, etc.) per IRS Section 125 regulations.
13. Effective July 1, 1995, tuition reimbursement for full-time employees increased to \$1600 over a two-year period. \$450 per year provided for part-time 100 hour employees.

14. All previously TA'd items.

HMCMTO

HURLEY MEDICAL CENTER

s/s Jerome T. Flynn

s/s Charley J. McClendon

s/s Pamela White

s/s John Cowan

s/s Hiram Grossman

**HURLEY MEDICAL CENTER
SETTLEMENT AGREEMENT
BETWEEN
HMCMTO AND HURLEY MEDICAL CENTER
OCTOBER 18, 1996**

1. Two (2) year contract effective July 1, 1996, through June 30, 1998.
2. Effective October 1, 1996, 2.5% across-the-board wage increase exclusive of the first year (starting) rate.
3. Effective October 1, 1997, 2.2% across-the-board wage increase; the starting rate of the salary schedule is then reduced by \$0.60.
4. Dental maximums increased from \$650 and \$750 (regular program) to \$1,000 each, effective January 1, 1997.
5. For all eligible employees. Thanksgiving Special holiday converted to a personal day chargeable to sick days, effective July 1, 1996.
6. Hospitalization insurance (BC/BS) for eligible retirees who retire on or after January 1, 1998.
7. Article XIII L Overtime - Eliminate current language, develop language which outlines the current practice within the Department. Language finalized within sixty (60) days subsequent to ratification of the agreement. Language to be discussed, agreed/finalized within sixty (60) days regarding notification of status changes of membership.
8. M-Care offered as an additional hospitalization coverage, i.e., as a Hurley PHO, effective January 1, 1997.
9. Choice of Blue Cross Traditional, Blue Cross PPO, or M-Care for eligible (future) retirees.
10. All previously tentatively agreed upon items.

<u>s/s Hiram Grossman</u>	<u>10/18/96</u>	<u>s/s Jay C. Kitson</u>	<u>10/18/96</u>
<u>s/s Jerome Flynn</u>	<u>10/18/96</u>	<u>s/s Charley McClendon</u>	<u>10/18/96</u>
<u>s/s John Cowan</u>	<u>10/18/96</u>	<u>s/s</u>	<u>_____</u>
<u>s/s Rolando Cabasaan</u>	<u>10/18/96</u>		

HURLEY MEDICAL CENTER
SETTLEMENT AGREEMENT
BETWEEN
HMCMT0 AND HURLEY MEDICAL CENTER

1. Three (3) year contract effective July 1, 1998, through June 30, 2001.
2. Wage adjustment: Effective 7/1/98, 3.5% at each step of scale
 Effective 7/1/99, 3.0% at each step of scale
 Effective 7/1/2000, 3.0% at each step of scale
3. Blue Cross/Blue Shield for future retirees increased to \$350.00/month, effective 7/1/99.
4. Optical - Increase amount provided for frames from \$50.00 to \$100.00, effective 7/1/99.
5. Dental Maximums - Annual and lifetime increased to \$1250.00 for both the regular and upgraded programs, effective 7/1/99.
6. Article XIII L Overtime - Revise first paragraph to read: Management retains the right to determine when and where overtime will be worked, i.e., inclusive of mandatory overtime. Overtime hours will be divided as equally as possible within the Laboratory among Medical Technologists. There will be a single, separate overtime list for the Laboratory covering all three (3) shifts, maintained by the Employer by seniority. Technologists desiring to work overtime will indicate that desire by having their name placed on the overtime list. Following each technologist's name will be the section(s) they are capable of working and will consider overtime opportunities which may arise. The overtime list will always be available for the technologist to view. Overtime will be offered to the technologist with the lowest number of hours that has indicated their interest in working overtime in the section of the Laboratory in which the opening exists. If more than one technologist has the same low number, then it is offered to the highest seniority of those technologists first. Hours are charged in eight (8) and four (4) hour blocks.

The employee is charged with eight (8) hours of overtime if: **NO CHANGE, except:**
Add new #5. All overtime paid or taken as comp/save time in excess of four (4) hours.

The employee is charged with four (4) hours of overtime if: **NO CHANGE**

You are not charged if: **NO CHANGE**

You are considered unavailable if: **NO CHANGE**

If the overtime is not filled for the original section, i.e., (everyone that is capable and has indicated an interest has either declined or is unavailable), then there are two (2) options that exist.

1. Adjust staffing to cover the section where the original overtime was incurred, thereby, creating a "new overtime assignment" to offer overtime in accordance with current contractual language, i.e., (low hours, high seniority):
2. Mandatorily assign the overtime to the lowest seniority technologist on duty who can perform the task:

All other language remains the same.

Delete from remaining sections all references to "other sections/overtime."

7. Article XVII Leave of Absence A. (6) - Effective July 1, 1999, for 100 hour employees one (1) personal day allowed and made chargeable to accrued sick days.
8. Article XX E Retirement - Add the following: Management may implement an optional defined contribution pension program for new employees hired after 1/1/99. Employees who choose this program will not be allowed to participate in either of the current City of Flint Retirement Programs, i.e., (Contributory or Non-Contributory.) For the new defined contribution program, the Medical Center will contribute 4.5%. Vesting will be in five years and employee contributions will be determined by the parties considering applicable laws. The remainder of the program to be developed by the parties including the possibility of other members opting into the new system.
9. Same AFLAC agreement as between the Medical Center and the RN's and Rph's of HMC, i.e., regarding payroll deduction and pretax dollars.
10. Article XXVIII Other Provisions C. - All employees will be issued an identification badge with the employee's picture, name, classification and department. Said badges will be produced (or reproduced) and worn and utilized in accordance with the appropriate standard practice. Additionally, when operational the automatic time and attendance system will be utilized to record work time.
11. Article 1 Section D, Student (new) - The Medical Center in exercising its right to use Medical Technologists students who are being trained as Medical Technologists will not abuse this right by having students working double shifts. The Medical Center may only use students to work overtime after having exhausted the voluntary overtime list(s) and all Medical Technologist on the voluntary overtime list(s) have declined and/or refused to work the overtime, or upon declaration of an emergency (including staffing emergencies.)
12. All other previously tentatively agreed upon items.

s Rolando Cabasaan 10/21/98
s Hiram Grossman 10/21/98
s Jerome Flynn 10/21/98
s John Cowan 10/21/98

/s/ Charley McClendon 10/21/98

1.035

HURLEY MEDICAL CENTER COMPENSATION SCHEDULE
MEDICAL TECHNOLOGISTS ORGANIZATION
EFFECTIVE 7/1/98

	1YR	2YR	3YR	4YR	5YR	11/15YR	16/20YR	21YR+
NON CERT MED TECH	--- 14.6371	--- 18.0641	--- 18.4843	--- 18.7681	--- 18.7681	----- 23.6110	----- 23.9998	----- 24.8084
MED TECH W/ASCP SR MED TECH W/ASCP	15.3691	19.3798	19.7988	20.2284	22.4183	23.6110	23.9998	24.3084
MED TECH W/ASCP W/SPECIALTY SR MED TECH W/ASCP W/SPECIALTY (M.T. & SR M.T.+500)	15.8691	19.8798	20.2988	20.7284	22.9183	24.1110	24.4998	24.8084

3.5% INCREASE DUE 7/1/98



